

This instrument prepared by:
Melissa Jay Murphy, Esq.
Salter, Feiber, Yenser,
Murphy & Hutson, P.A.
P.O. Box 357399
Gainesville, FL 32635
PH: (352) 376-8201

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DECLARATION OF CONDOMINIUM
OF



HAILE VILLAGE CENTER CONDOMINIUM

ARTICLE I

PREAMBLE, NAME AND LEGAL DESCRIPTION

The undersigned, **HAILE PLANTATION CORPORATION**, a Florida Corporation, whose address is 5201 SW 91st Drive, Suite A, Gainesville, FL 32608, ("Developer"), being the holder of fee simple title to that certain real property located in Alachua County, Florida, and more particularly described hereinafter, does hereby submit such lands as described in Paragraph 1.2 below together with the improvements thereon to the condominium form of ownership in accordance with the provisions of Chapter 718, Florida Statutes, and the following provisions:

1.1. Name. The name by which this condominium is to be identified is **HAILE VILLAGE CENTER CONDOMINIUM** (the "Condominium").

1.2. Legal Description. Developer is the owner of that certain real property located in Alachua County, Florida, more particularly described in the attached **Exhibit "A"**, which exhibit is incorporated herein by this reference. The property that is hereby submitted to the condominium form of ownership under this Declaration of Condominium consists of that certain real property set forth in the attached Exhibit "A" together with those easements more specifically and particularly described in Article IV herein.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of Chapter 718 and as follows unless the context otherwise requires:

2.1. Ad Valorem Real Estate Taxes shall mean those real property taxes assessed against the Units and their respective undivided interests in the Common Elements by Alachua County, Florida.

2.2. Articles of Incorporation shall mean the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the present Articles of Incorporation are attached hereto as **Exhibit "B"** and incorporated herein by reference.

2.3. Association shall mean Haile Village Center Condominium Association, Inc., a non-profit Florida corporation, and its successors, which is responsible for the operation of the Condominium.

2.4. Association Property shall mean any real and personal property owned by the Association including, but not limited to, all furnishings, fixtures and other personal property contained within the Condominium Property that are not the property of an individual Owner.

2.5. Bylaws shall mean the Bylaws of the Association as they may be amended from time to time. A copy of the present Bylaws are attached hereto as **Exhibit "C"** and are incorporated herein by this reference.

2.6. Chapter 718 shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

2.7. Common Elements shall mean all of those items defined in Chapter 718 as Common Elements and those items hereinafter declared to be included within the Common Elements.

2.8. Common Expenses shall include:

a. Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.

b. Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, as well as all other costs and expenses properly incurred by the Association.

c. Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.

d. Any valid charge against the Condominium Property as a whole.

e. All costs and expenses incurred by the Association in connection with regulatory compliance.

f. All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.

Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.

2.9. Common Surplus shall mean any excess of all receipts of the Association over the amount of Common Expenses.

2.10. Condominium shall mean and refer to HAILE VILLAGE CENTER CONDOMINIUM.

2.11. Condominium Documents shall include this Declaration, together with all exhibits attached hereto and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.

2.12. Condominium Parcel is a Unit, together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit.

2.13. Condominium Property means and includes the lands, leaseholds, easements and personal property including, but not limited to, the Common Elements that are subjected to condominium ownership from time to time as part of this Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this Condominium.

2.14. Condominium Rules and Regulations shall mean and refer to the rules and regulations concerning the use of Condominium Property as may be promulgated and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. A copy of the initial Condominium Rules and Regulations are attached hereto as **Exhibit "D."**

2.15. Declaration shall mean this Declaration of Condominium of HAILE VILLAGE CENTER CONDOMINIUM, as it may lawfully be amended from time to time, pursuant to the provisions hereof.

2.16. Developer shall mean Haile Plantation Corporation, a Florida Corporation, its successors and assigns. No party other than Haile Plantation Corporation shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Alachua County, Florida, a written assignment from the Developer of all or a portion of such rights and privileges.

2.17. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

2.18. Master Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Haile Village Center, dated February 12, 1993 and recorded in OR Book 1896, page 1326 of the Public Records of Alachua County, Florida, as the same may have been and may be amended from time to time.

2.18. Mortgagee shall mean the Developer (and any successor-in-interest to the Developer as to a purchase-money mortgage), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company licensed to do business in the State of Florida, to the extent that any of the same hold a first mortgage encumbering any Unit.

2.19. Owner means the owner of a Unit, as evidenced by a recorded deed of conveyance.

2.20. Unit means a condominium unit as that term is defined in Chapter 718 and in Article V of this Declaration and refers to that part of the Condominium Property which is subject to exclusive ownership by one or more persons.

2.21. Utility Services shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

ARTICLE III

DEVELOPMENT DESCRIPTION

3.1. Description. This is a mixed-use condominium. The Condominium will consist of five (5) three-story buildings, 4 of which contain five residential units and one non-residential unit and one building that contains 7 residential units and one non-residential unit, for a total of 32 units. The Residential Unit types will be:

1 bedroom, 1 bathroom Units each having a minimum and maximum of 848 square feet of air-conditioned space.

2 bedroom, 2 bathroom Units each having a minimum of 1088 square feet and a maximum of 1122 square feet of air-conditioned space.

3 bedroom, 3 bathroom Units each having a minimum and maximum of 1462 square feet of air-conditioned space.

The Commercial Unit types in each building will have a minimum of 1088 square feet and a maximum of 2310 square feet. The legal descriptions and site plan for the five buildings are more fully set forth in the attached Exhibit "A". The Estimated Date of Completion of the Condominium is December 15, 2003.

Time-share estates will not be created with respect to units in the Condominium.

3.2 Ownership of Common Elements and Common Surplus and Share of Common Expenses. The ownership of Common Elements and Common Surplus and the share of Common Expenses attributable to each Unit is based on the percentage that the square footage of the Unit bears to the total square footage of all Units. The total square footage contained in all Units is 36,612. The square footage of each Unit and its resulting percentage share of Common Elements and Surplus and Share of Common Expenses is set forth below:

<u>Unit Number</u>	<u>Square Footage of Unit</u>	<u>Share of Common Elements and Surplus and Share of Common Expenses</u>
M101	1122	.0306
M102	1122	.0306
M201	1122	.0306
M202	1122	.0306
M301	1122	.0306
M302	1122	.0306
N101	2310	.0638
N102	1122	.0306
N201	848	.0232
N202	1462	.0399
N203	1122	.0306
N301	848	.0232
N302	1462	.0399
N303	1122	.0306
O101	1088	.0297
O102	1088	.0297
O201	1088	.0297
O202	1088	.0297
O301	1088	.0297
O302	1088	.0297
P101	1088	.0297
P102	1088	.0297
P201	1088	.0297
P202	1088	.0297
P301	1088	.0297
P302	1088	.0297
Q101	1088	.0297
Q102	1088	.0297
Q201	1088	.0297
Q202	1088	.0297
Q301	1088	.0297
Q302	1088	.0297
Totals	36,612	100%

3.3. Minimum and Maximum Numbers and General Size of Units; Reservation of Right to Change Unit Size. The minimum and maximum number of Units and the approximate square footage of each type of Unit is set forth above.

ARTICLE IV

EXHIBITS

The Exhibits referred to in this Declaration shall include the following:

4.1. Exhibit "A". A legal description and a survey of the initial land committed to the condominium form of ownership pursuant to this Declaration and comprising the Condominium Property as set forth in Article III above, together with a graphic description of the Units located therein in a plot plan which, together with this Declaration, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. As set forth in Exhibit "A", each Unit is identified by a building letter and number so that no Unit bears the same designation as any other Unit.

Exhibit A-1	Legal description of the condominium
Exhibit A-2	Plot plan showing layout of the 5 buildings in the Condominium
Exhibit A-3	Plot plan of Building M
Exhibit A-4	Plot plan of Building N
Exhibit A-5	Plot plan of Building O
Exhibit A-6	Plot plan of Building P
Exhibit A-7	Plot plan of Building Q
Exhibit A-8	Floor plans and Unit Designations for Building M
Exhibit A-9	Elevation for Building M
Exhibit A-10	Floor plans and Unit Designations for Building N
Exhibit A-11	Elevation for Building N
Exhibit A-12	Floor plans and Unit Designations for Building O
Exhibit A-13	Elevation for Building O
Exhibit A-14	Floor plans and Unit Designations for Building P
Exhibit A-15	Elevation for Building P
Exhibit A-16	Floor plans and Unit Designations for Building Q
Exhibit A-17	Elevation for Building Q
Exhibit A-18	Typical Building Section for Buildings M and N
Exhibit A-19	Typing Building Section for Buildings O, P & Q

Copies of the survey are also recorded in Condominium Book 3, pages 87-104, of the Public Records of Alachua County, Florida.

- 4.2. Exhibit "B". The Articles of Incorporation of the Association.
- 4.3. Exhibit "C". The Bylaws of the Association.
- 4.4. Exhibit "D". The Condominium Rules and Regulations.

ARTICLE V

EASEMENTS

The following easements are hereby expressly reserved or have been granted:

5.1. General Easements. Non-exclusive easements over, across and under the Condominium Property are expressly provided for and reserved in favor of the Developer and the Owners and their respective lessees, guests and invitees as follows:

a. Utilities. Easements are reserved over, across and under the Condominium Property as may be required for Utility Service in order to serve the Condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the Condominium Property.

b. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to permit such encroachment so long as the same shall exist.

c. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Owners within this Condominium and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes. Further, easements shall exist for ingress and egress over such streets, walks and other rights-of-way serving the Units as shall be necessary to provide for reasonable access to the public rights-of-way.

5.2. Association Easements. Except as limited by Section 718.111(10), Florida Statutes, the Association may grant easements from time to time over the Common Elements.

5.3. Developer Easements. The Developer hereby reserves the following exclusive easements and rights to grant easements:

a. Marketing, Sales and Rental. The Developer reserves exclusive easement rights over and across the Condominium Property for the purpose of marketing, sales and rental of Units and other accommodations owned or operated by the Developer or one of its affiliates on adjoining properties which are not part of the Condominium.

b. Governmental Requirements. The Developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the Developer holds any interest in any Unit subject to this Declaration.

c. Developer Easements. The Developer reserves unto itself, for so long as it holds any interest in any Unit (including leaseholds), specific easement rights over and across the Condominium Property as it may deem necessary for its use from time to time.

d. Construction Easements. The Developer, on behalf of itself and its affiliates, hereby reserves easement rights over, under and across the Condominium Property as is necessary from time to time for the purpose of constructing improvements on property adjacent to and in the vicinity of the Condominium Property, but only if access thereto is otherwise not reasonably available.

ARTICLE VI

UNITS

6.1. Description of Units. Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

A. For the first and second floor units:

a. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Upper Boundaries. The bottom surface of the lowest layer of the drywall ceiling attached to the bottom chord of the floor truss.

(2) Lower Boundaries. The plane of the lowest surface of the top of the unfinished floor slab.

b. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior Building Walls. The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.

(2) Interior Building Walls. The vertical planes of the innermost unfinished surface of the interior walls attached to the party wall frame bounding such Unit extended to intersections with other perimetrical boundaries.

B. For the third story Units:

a. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Upper Boundaries. The plane of the lowest surface of the unfinished ceiling.

(2) Lower Boundaries. The plane of the lowest surface of the top of the unfinished floor slab.

b. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(3) Exterior Building Walls. The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.

(4) Interior Building Walls. The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimetrical boundaries.

6.2. Warranty Limitation. EXCEPT FOR THOSE WARRANTIES REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ASSUME ALL RISK AND LIABILITY RESULTING FROM THE USE OF THIS PROPERTY.

ARTICLE VII

APPURTENANCES

7.1. Appurtenant Interests. As required under Florida Statutes, Section 718.104(4)(f), appurtenant to each Unit in the Condominium shall be an undivided ownership interest in the Common Elements, as well as an undivided share of the Common Expenses and Common Surplus. Each Unit will have appurtenant to it an undivided ownership interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus as set forth in Article 3.2. The Owner of each Unit shall be liable for that share of the Common Expenses which equals the percentage interest in the Common Elements and Common Surplus appurtenant to its Unit.

7.2. Partition of Common Elements. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

ARTICLE VIII

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

8.1. Units, Common Elements and Limited Common Elements.

a. By the Association. Unless caused by the specific abuse of an Owner or any licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.

b. By the Owner. The responsibility of the Owner for maintenance, repair and replacement shall be as follows:

(1) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association. Provided, however, that any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

(2) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.

(3) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.

(4) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

8.2. Management Contract. The Association may enter into such management contracts from time to time as it deems necessary to engage the services of a management company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration. Any Management Contract must provide that at any time after turnover of control of the Association to Owners other than Developer, that the Association shall have the right, without penalty, to terminate the Management Contract upon not more than ninety (90) days advance written notice to the Management Company.

8.3. Association's Access to Units. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

8.4. Common Elements and Limited Common Elements. The Association shall maintain, repair and replace all Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.

ARTICLE IX

ASSESSMENTS AND COMMON EXPENSES

9.1. Common Expenses. In addition to those items defined as Common Expenses in Article 2.8 above, Common Expenses shall include the following:

- a. Repair, replacement and upkeep of the Common Elements.
- b. Casualty and/or liability insurance on the Condominium Property and fidelity bonds;

- Units;
- c. Utility Services for the Condominium Property not attributable to individual
 - d. Taxes on Association Property and any other applicable taxes other than Ad Valorem Real Estate Taxes assessed against individual Condominium Parcels; and
 - e. Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

9.2. Assessments. The mailing and collection of assessments against each Owner for Common Expenses, for the costs or expenses for which an individual Owner may be solely responsible pursuant to the terms of the Condominium Documents, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

a. Interest: Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. A late charge equal to the greater of \$25.00 or 5% of the delinquent payment shall also be due on delinquent accounts. All payments on accounts shall be first applied to any interest that has accrued, then to any late charge, then to any costs and reasonable attorneys' and paralegals' fees incurred in collection, and then to the assessment payment first due. The board of directors shall have the discretion to increase or decrease the amount of late charge and/or interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the Condominium Rules and Regulations and notifying the Owners of same by regular mail addressed to each Owner at his last known address.

b. Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, which lien shall also secure any interest, and all reasonable attorneys' fees and costs incurred by the Association incident to the collection process, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien, executed and acknowledged by an officer or authorized agent of the Association, in the Public Records of Alachua County, Florida, stating the legal description of the Condominium Parcel, the name of the Owner of record, the name and address of the Association, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or until such time as is otherwise permitted by law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without thereby waiving any claim of lien. Pursuant to Section 718.116(1), Florida Statutes, in the event a first Mortgagee shall obtain title to a Condominium Parcel as a result of the foreclosure of its mortgage, or in the event such first Mortgagee shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its mortgage, such first Mortgagee shall be liable for the unpaid Common Expenses and assessments that became due prior to the Mortgagee's acquisition of title. However, the first Mortgagee's liability is limited to the lesser of the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or one percent (1%) of the original mortgage debt. Nothing contained herein shall be construed as a modification of any rights or remedies of the Association pursuant to Chapter 718, except to the extent that the Condominium

Documents allow additional remedies to those expressly set forth in said statute and to the extent that such additional remedies are permitted by said statute.

c. Personal Liability for Unpaid Assessments. Each Owner of a Unit is personally liable for all assessments made against the Unit pursuant to this Declaration and Chapter 718, and the Association may bring an action for a money judgment against a delinquent Owner to collect all sums due the Association, including interest, late charges, costs and reasonable attorneys' and paralegals' fees. In the event a Unit is owned by more than one person or entity, such owners shall be jointly and severally liable for all assessments made against the Unit.

d. Payments of Assessments. No Owner may withhold payment of any regular assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and the Association, the directors of the Association, the Management Company or the Developer or among any of them but, rather, each Owner shall pay all assessments when due pending resolution of any dispute.

e. Notice of Delinquent Assessments. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to the mortgage of such Mortgagee where such delinquency has continued for a period of sixty (60) days.

9.3. Common Surplus. Each Owner shall own a share of the Common Surplus attributable to each Unit owned in accordance with Section 3.2 above.

9.4. Refunds of Common Surplus. If the Association shall refund all or a portion of any Common Surplus to the Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any sale of a Unit upon which the sale was closed by the Developer during such year, and the prorated amount allocable to the period of time of the Developer's ownership shall be refunded directly to the Developer by the Association.

9.5. Certificate. Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

ARTICLE X

THE ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

10.1. Membership in Association. Membership of each Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. Where a Unit is owned by more than one owner, the co-tenants of the Unit shall file a voting certificate with the Association, in accordance with the Articles and Bylaws of the Association, setting forth which cotenant is designated to cast the vote for that Unit.

The number of votes attributable to each Unit is set forth below:

<u>Unit Designation</u>	<u>Number of Votes</u>
M101, M102, M201 M202, M301, M302	2 for each Unit
N101	4
N102	2
N201	1
N202	3
N203	2
N301	1
N302	3
N303	2
O101, O102, O201, O202, O301, O302	2 for each Unit
P101, P102, P201, P202, P301, P302	2 for each Unit
Q101, Q102, Q201, Q202, Q301, Q302	2 for each Unit

10.2. Articles of Incorporation. A copy of the present Articles of Incorporation of the Association, which set forth its powers and duties, are attached hereto as **Exhibit "B"** and are incorporated herein by reference.

10.3. Bylaws. A copy of the present Bylaws of the Association are attached hereto as **Exhibit "C"** and are incorporated herein by reference.

10.4. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Owners for injury or damage other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other Owners or persons.

10.5. Restraint upon Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

10.6. Transfer of Control of Association.

a. Owners other than the Developer shall be entitled to elect no less than one-third of the members of the board of directors of the Association when the Owners other than the Developer own 15 percent or more of the Units in the Condominium that will be operated ultimately by the Association.

b. Owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association:

(1) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven years after recordation of the Declaration, whichever occurs earlier.

c. The Developer is entitled to elect at least one member of the board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium operated by the Association.

d. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Owner except for purposes of requiring control of the Association or selecting the majority members of the board of directors.

10.7. Management Contract. As set forth in Article 8.2 above, the Association is authorized to contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the board of directors or members of the Association.

10.8. Availability of Documentation. The Association shall be required to make available to Owners, any Mortgagee and the holders and insurers of the first mortgage on any Unit, current copies of this Declaration, the Articles and Bylaws of the Association and other rules governing this Condominium and other books, records and financial statements of the Association. The Association also shall make available to prospective purchasers current copies of this Declaration, the Association Articles and Bylaws, other rules governing the Condominium and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

Upon written request from any Mortgagee, HUD, VA, FNMA or FHLMC, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XI

INSURANCE

The insurance other than title insurance, if any, that shall be carried upon the Condominium Property shall be governed by the following provisions:

11.1. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association from a fiscally responsible company authorized to do business in the State of Florida and shall have a minimum term of one year. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee. Such policies shall also include a "condominium endorsement" which shall provide for recognition on any insurance trust agreement, waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively and that the policy is primary in the event the Owners have other insurance covering the same loss. Such policies shall also include, to the extent available and commonly required by prudent institutional mortgage investors in the area, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and/or "Demolition or Building Code Endorsement".

11.2. Personal Property of Owners. If desired, each Owner shall obtain insurance coverage upon his personal property at his own expense, and such insurance shall not be the responsibility of the Association.

11.3. Coverage.

a. Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property owned by the Association shall be insured for its current replacement cost, all as shall be determined from time to time by the board of directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including floods and all other perils normally covered by the standard "all risk" endorsement where such is available, including, but not limited to, vandalism and malicious mischief.

b. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time; provided, however, that such coverage shall in no event be in an amount less than One Million Dollars (\$1,000,000.00) per occurrence. Wherever and whenever it is possible and economically feasible to do so, the board of directors shall attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required herein, nothing in this Declaration shall be construed to require the board of directors to obtain such coverage as a condition precedent to the Association conducting business.

c. Worker's Compensation. Worker's compensation insurance shall be carried to the extent necessary to meet the requirements of law.

d. Fidelity Bond. Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. The total amount of fidelity bond coverage required shall be in the amount required for each such officer, director or employee as set forth in Section 718.111(11)(d), Florida Statutes, or in an amount not less than the estimated maximum of funds, including reserve funds, in

the custody of the Association or Management Company, as the case may be, at any given time during the term of each bond, whichever is greater, but in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The Association shall bear the cost of bonding. The fidelity bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity bonds shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association. Such bonds must also provide that any FNMA servicer, on behalf of FNMA, must also receive such notice of cancellation or modification.

e. Other. Such other insurance may be carried as the board of directors of the Association shall determine from time to time to be desirable.

11.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.5. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and any Mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the board of directors shall so elect. All references to an Insurance Trustee herein shall apply to the Association if the board of directors elects not to appoint an Insurance Trustee. Any Insurance Trustee appointed by the board of directors shall be a commercial bank with trust powers authorized to do business in Florida or another entity acceptable to the board of directors of the Association. The Insurance Trustee (other than the Association) shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

a. Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.

b. Units. Proceeds on account of damage to Units when the building or Unit is not to be restored shall be held in undivided shares for each Owner of those Units or Unit, such share being the same as the undivided share in the Common Elements appurtenant to each Owner's interest.

c. Mortgagees. Such insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the condominium is located and which appropriately names FNMA and FHLMC, if such corporations are Mortgagees. In the event a Mortgagee endorsement has been issued, any share for the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have the right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest in any of the following events:

- (1) When its mortgage is not in good standing and is in default; or
- (2) When insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

11.6. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

a. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

b. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

c. If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

d. In making distribution to Owners and any Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

11.7. Association as Agent and Attorney-in-Fact. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11.8. Notice to Owners and Mortgagees. No insurance policy required by this Declaration may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each Mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request therefor.

ARTICLE XII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1. Obligation to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property shall be reconstructed or repaired unless it is determined that the Condominium shall be terminated because of damage to Units as set forth in Article 12.1(b) below.

b. Units.

(1) Minor Damage. If the damage is to Units and if less than fifty percent (50%) of the Units are found by the board of directors of the Association to be untenable, the damaged property shall be reconstructed or repaired.

(2) Major Damage. If the damage is to Units and if fifty percent (50%) or more of the Units are found by the board of directors of the Association to be untenable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, the holders of ninety percent (90%) of all of the votes of the Association agree in writing to not reconstruct or repair and to terminate the Condominium. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must have the prior approval of the Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Mortgagees are allocated.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

12.2. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the damaged property as originally constituted or, in lieu thereof, according to an amendment to the Declaration approved by the record owners of the units altered and all record owners of the liens on such units, and a majority of the record owners of all other units. Consent of any mortgagee may not be unreasonably withheld.

12.3. Estimates of Cost. Prior to rebuilding or repairing damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

12.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to the Owners' respective obligations for Common Expenses.

12.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association through assessments against Owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Association from collections of

assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the board of directors of the Association; provided however, that upon request by a Mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work,

giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that, except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Common Elements or any Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of distribution to the beneficial owners in excess of assessments paid by an Owner to the construction fund shall be made payable to any Mortgagee.

(4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

12.6. Eminent Domain. The Association is hereby empowered to defend and/or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements or any Unit or portion of any Unit. Upon obtaining knowledge of such action or threatened action, the Association shall notify all affected Mortgagees of record of same.

a. Common Elements. Any award or settlement made as a result of such a taking of all or a portion of the Common Elements shall be made payable to the Association. Any such award or settlement shall be held in trust by the Association for the benefit of the Owners and Mortgagees holding a first mortgage as their interests may appear. In the event any repair or restoration of the Common Elements is necessary in the opinion of a majority of the board of directors of the Association on account of such taking, or in the event a majority of the voting interests at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association in the same manner as insurance proceeds under Section 10.6 above where there is no repair or restoration of the damage.

b. Units. Any award or settlement for the taking in condemnation of a Unit shall be made payable to the Association for the benefit of the Owners thereof. In the event any repair or restoration of the Unit is necessary in the event a majority of the voting interests appurtenant to that Unit at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association as to the Owners of that Unit in the same manner as insurance proceeds under Section 10.6 above. If a temporary taking in condemnation of use (but not title) of a Unit occurs, the entire award or settlement for such temporary taking shall be paid to the Association for the benefit of the Owners of such Unit.

12.7. Notice to Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

12.8. Consent Required for Reallocation of Interests in Common Elements. No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be effected unless an amendment to the Declaration is approved by the record owners of the units altered and all record owners of the liens on such units, and a majority of the record owners of all other units. Consent of any mortgagee may not be unreasonably withheld.

ARTICLE XIII

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists:

13.1. Mixed use: Units M102, N101, O102, P102 and Q101 are restricted to non-residential use, as permitted under the terms of the Master Declaration. All other Units are restricted to residential use.

13.2 Terms and conditions of Master Declaration: Use of all Units will be subject to the terms and conditions of the Master Declaration. Nothing in the Master Declaration shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in Chapter 718, Florida Statutes.

13.3 Subdivision of Units. No Unit may be divided or subdivided into a smaller Unit.

13.4 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the personal use of the Owners, their guests and lessees and other authorized occupants of Units.

13.5. Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the board of directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. A copy of the present Condominium Rules and Regulations is attached hereto as Exhibit "D".

13.6. Developer's Use. The Developer, its agents or an entity affiliated with the Developer may make such use of the Common Elements and the Units as may facilitate the sale or rental of Units, including, but not limited to, showing of the property and the display of signs and other promotional devices.

ARTICLE XIV

ALIENABILITY OF UNITS

14.1. No Alienability Restrictions. The right of an Owner to sell, transfer, assign or hypothecate his Unit shall not be subject to the approval of the Association. Accordingly, a proper transfer or conveyance of such Unit shall not require the written approval of the Association.

14.2. Leasing and Rental Restrictions. Owners may lease or rent their Units in whole or in part for non-transient occupancy and no approval by the Association shall be necessary therefor. Owners shall be specifically permitted to rent portions of Units, it being the intention of Developer to permit the Owner to rent individual bedrooms within a Unit to separate and unrelated persons. However, all lessees, as well as guests of Owners, shall be required to abide by the terms and conditions of this Declaration, as well as all Rules and Regulations adopted by the board of directors of the Association from time to time. Owners are prohibited from leasing Units or portions thereof for an initial term of less than thirty (30) days.

ARTICLE XV

COMPLIANCE AND DEFAULT

15.1. Compliance and Default. Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time. Failure of an Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Owners to pursue any and

all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. Failure of the Association to comply with the provisions of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time shall entitle the Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of this Declaration shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

15.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents or the Condominium Rules and Regulations adopted pursuant to them as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and recover such reasonable attorneys' and paralegals' fees as may be awarded by the Court, including all appeals and all proceedings in bankruptcy.

15.3. No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, the Condominium Documents or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

15.4. Injunctive Relief. The Association may seek an injunction from a court of equity to compel or prohibit compliance or violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

15.5. Governing Law; Waiver of Jury Trial; Venue of Actions. This Declaration shall be governed by, and shall be construed in accordance with, the laws of the State of Florida, as the same may exist on the date of recording hereof. The Association, an Owner or Owners, the Developer, the Management Company and any other party claiming rights or obligations by, through or under this Declaration, or two or more of the foregoing, each hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit to the personal jurisdiction of the circuit court for the county in which the Condominium is situated, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

ARTICLE XVI

AMENDMENTS

16.1. REQUIREMENTS. An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that the amendment has been enacted by the affirmative vote of the required percentage of voting interests. The certificate shall include the original recording reference for the Declaration and shall become effective when recorded in the public records.

Except as otherwise provided herein, such amendment must be approved by not less than sixty-seven percent (67%) of the votes of the Association.

16.2. AMENDMENTS ALTERING UNITS OR APPURTENANCES: No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses of the condominium and owns the common surplus of the condominium unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Consent of any mortgagee may not be unreasonably withheld.

16.3. CORRECTORY AMENDMENT: Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

16.4. DEVELOPER AMENDMENTS: Until relinquishment of Developer control of the Association and except as otherwise provided by law in Florida Statutes Section 718.110(2), the Developer specifically reserves the right, without joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be in Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits except as prohibited by law.

16.5. MORTGAGEE APPROVAL: Amendments materially affecting the rights of interests of mortgagees and amendments required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any such proposed action. Consent of a mortgagee under this provision may not be unreasonably withheld. Implied approval shall be assumed when such mortgage holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidence by affidavit of the Association and recorded in the Public Records of Alachua County, Florida.

16.6. DEVELOPER'S RIGHTS: No amendment to this Declaration or any of the condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any units for sale in the ordinary course of business.

16.7. WRITTEN AGREEMENTS. Any approval of units owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F. S. 718.112(2)(D)(4) AND F.S. 617.0701.

ARTICLE XVII

TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718:

17.1. Agreement. The Condominium may be terminated at any time upon prior notification to the Division by the approval in writing of all Owners and all Mortgagees of record. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting.

17.2. Termination Through Condemnation. The Condominium shall only be terminated by virtue of a condemnation action if all Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium shall continue as to those portions of the Condominium Property not so taken.

17.3. Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Alachua County, Florida.

17.4. Shares of Owners after Termination. After termination of the Condominium, each Owner shall own an undivided share of the Condominium Property and all assets of the Association as a tenant in common in accordance with this Declaration.

17.5. Notice to Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any proposed termination of the Condominium.

ARTICLE XVIII

MERGER

This Declaration, the Association and the Common Elements of the Condominium described herein may be merged with the declaration of condominium, condominium association and common elements of another independent and separate condominium to form a single condominium upon prior notification to the Division and with the consent of sixty-six and two-thirds percent (66 2/3%) of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event such consent and approval is obtained, a new or amended declaration of condominium, articles of incorporation and bylaws of the Association shall be recorded and shall contain such provisions as are necessary to amend and modify the appurtenances to the Units and percentages by which the Owners of Units share the Common Expenses and own the Common Surplus and Common Elements in order to create a consolidated single condominium.

ARTICLE XIX

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

INSTRUMENT # 2034260

98 PGS

IN WITNESS WHEREOF, the Developer has executed this Declaration this 10th day of
March, 2004.

Witnesses:

M. Susan Fulford
M. Susan Fulford

Printed Name

Melissa Jay Murphy
Melissa Jay Murphy

Printed Name

HAILE PLANTATION CORPORATION,
a Florida Corporation

By:

Robert B. Kramer, President

STATE OF FLORIDA

) ss.

COUNTY OF ALACHUA

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Robert B. Kramer, President of Haile Plantation Corporation, a Florida Corporation, and he acknowledged that he executed the foregoing instrument on behalf of the corporation pursuant to due authority therefrom. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

WITNESS my hand and seal this 10th day of March, 2004.

M. Susan Fulford
(Notary Signature)

(NOTARY SEAL) M. Susan Fulford
MY COMMISSION # CC923022 EXPIRES
June 12, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

**CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM**

THIS CONSENT made and entered into this 29th day of April, 2004 by MERCHANTS & SOUTHERN BANK ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of the following:

A. Mortgage executed by Haile Plantation Corporation, a Florida Corporation, in favor of MERCHANTS & SOUTHERN BANK in the amount of \$2,000,000.00, dated 9-1- 2004, and recorded April 30, 2004, in Official Records Book 2902, Page 642 of the Public Records of Alachua County, Florida (the "Mortgage"); and

WHEREAS, the Mortgage encumbers the land and the improvements located thereon (the "Property"), described in the Declaration of Condominium of HAILE VILLAGE CENTER CONDOMINIUM, hereinafter referred to as the "Declaration", to which this Consent is attached; and

WHEREAS, Mortgagee has agreed to consent to the Declaration.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the recordation of the Declaration, provided, however, no amendment to the Declaration shall be effective against Mortgagee unless Mortgagee has executed a joinder and consent as to said amendment.
2. Mortgagee agrees that the lien of the Mortgage, as the same applies to and encumbers the Property, shall be upon the Condominium Parcels of HAILE VILLAGE CENTER CONDOMINIUM.
3. This Consent shall apply and be effective solely to the Property, and nothing herein contained shall otherwise affect, alter or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the Mortgage as to the Condominium Parcels in HAILE VILLAGE CENTER CONDOMINIUM and any other land or improvements encumbered by the Mortgage.

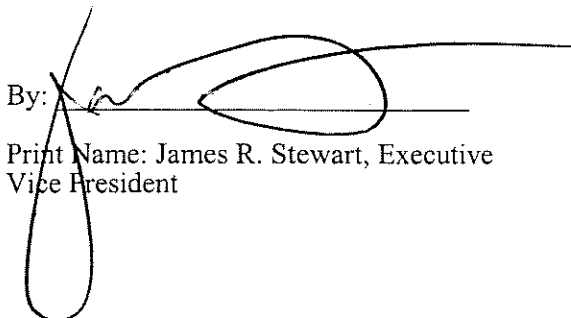
IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

Witnesses:

"MORTGAGEE"

MERCHANTS & SOUTHERN BANK

Print Name MELISSA JAY MURPHY

By: 

Print Name: James R. Stewart, Executive Vice President

Print Name M. SUSAN FULFORD

STATE OF FLORIDA)

COUNTY OF ALACHUA)

) SS.

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared James R. Stewart, known to me to be the Executive Vice President of MERCHANTS & SOUTHERN BANK, who acknowledged that he executed the foregoing instrument on behalf of the bank pursuant to due authority therefrom. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

WITNESS my hand and seal this 29 day of April, 2004.

(NOTARY SEAL)

Printed Name _____
Commission No. _____



EXHIBIT A-1, page 1 of 5 pages

LEGAL DESCRIPTION: (Subject Property)

(Land Parcel, Condominium Building "M", Haile Village Center)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 45.85 feet; thence South 02°13'24" West, 105.49 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue South 02°13'24" West, along the exterior of said building, 64.00 feet; thence North 87°46'36" West, along the exterior of said building, 44.40 feet; thence North 02°13'24" East, along the exterior of said building, 64.00 feet; thence South 87°46'36" East, along the exterior of said building, 44.40 feet to the POINT OF BEGINNING.

Containing 2842 square feet, more or less.

INSTRUMENT # 2034260

98 PGS

EXHIBIT A-1, page 2 of 5 pages

LEGAL DESCRIPTION: (Subject Property)

(Land Parcel, Condominium Building "N", Haile Village Center)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the most northwesterly corner of S.W. 49th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 88°41'38" West, along a westerly extension of the northerly right of way line of said S.W. 49th Place, a distance of 8.71 feet; thence North 02°13'24" East, parallel with S.W. 91st Terrace, 108.27 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 02°13'24" East, parallel with said S.W. 91st Terrace, along the exterior of said building, 96.00 feet; thence North 87°46'36" West, along the exterior of said building, 44.40 feet; thence South 02°13'24" West, parallel with said S.W. 91st Terrace, along the exterior of said building, 96.00 feet; thence South 87°46'36" East, along the exterior of said building, 44.40 feet to the POINT OF BEGINNING.

Containing 4,262 square feet, more or less.

EXHIBIT A-1, page 3 of 5 pages

LEGAL DESCRIPTION: (Subject Property)

(Land Parcel, Condominium Building "O", Haile Village Center)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 41 of Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence North 66°13'34" East, along a Northeasterly extension of the North boundary of said Lot 41, a distance of 5.00 feet to the Westerly right of way line of S.W. 91st Drive; thence North 23°46'26" West, along said Westerly right of way line, 24.37 feet to a corner on the Westerly boundary of said Haile Plantation, Unit 29; thence South 66°13'34" West, along said Westerly boundary, 47.12 feet, thence South 02°02'48" East, along said Westerly boundary, 47.87 feet; thence South 87°57'12" West, 1.19 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence South 02°02'48" East, parallel with said Westerly boundary, along the exterior of said building, 82.00 feet; thence South 87°57'12" West, along the exterior of said building, 32.00 feet; thence North 02°02'48" West, parallel with said S.W. 91st Terrace, along the exterior of said building, 82.00 feet; thence North 87°57'12" East, along the exterior of said building, 32.00 feet to the POINT OF BEGINNING.

Containing 2,624 square feet, more or less.

EXHIBIT A-1, page 4 of 5 pages

LEGAL DESCRIPTION: (Subject Property)

(Land parcel, Condominium Building "P", Haile Village Center)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 46.94 feet; thence North 02°02'48" West, 28.50 feet; thence continue North 02°02'48" West, parallel with and 29.50 feet west of the centerline of S.W. 91st Terrace, 1.64 feet; thence South 87°57'12" West, 0.07 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence North 85°21'21" West, along the exterior of said building, 32.00 feet; thence South 04°38'39" West, along the exterior of said building, 82.00 feet; thence South 85°21'21" East, along the exterior of said building, 32.00 feet; thence North 04°38'39" East, along the exterior of said building, 82.00 feet to the POINT OF BEGINNING.

Containing 2,642 square feet, more or less.

EXHIBIT A-1, page 5 of 5 pages

----- (SUBJECT PROPERTY)

(Land Parcel, Condominium Building "Q", Haile Village Center)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 46.94 feet; thence North 02°02'48" West, 28.50 feet; thence continue North 02°02'48" West, parallel with and 29.50 feet west of the centerline of S.W. 91st Terrace 93.55 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 02°02'48" West, along the exterior of said building, 82.00 feet; thence South 87°57'12" West, along the exterior of said building, 32.00 feet; thence South 02°02'48" East, along the exterior of said building, 82.00 feet; thence North 87°57'12" East, along the exterior of said building, 32.00 feet to the POINT OF BEGINNING.

Containing 2,642 square feet, more or less.



Clerk of Circuit Court:
Recorded this day of _____, 2004

Clerk
Deputy Clerk

Condominium Book
Page _____

**Map of Boundary Survey and
Plot Plan of Building "M" at Haile Village Center Condominiums
Alachua County, Florida.**

NOTE:
1) Location and distance data between Point of Commencement and Point of Beginning is not shown to scale.
2) Dimensioning is given to corners of building foundation walls prior to installation of sheathing and siding.

3) The Condominium property consists of the ground footprint of the building as described in the report together with the above ground balconies shown on the accompanying floor plans as "Limited Common Elements". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Owners Association, Inc. There are no assessments and/or parking areas within the condominium boundaries.
4) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

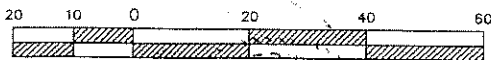
NOTE: 1) LINEWORK SHOWN IN THIS DRAWING IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.
2) ALL IMPROVEMENTS SHOWN ON CONDOMINIUM PROPERTY ARE EXISTING IMPROVEMENTS.

Point of Commencement
Centerline Intersection of SW 91st Drive
and SW 48th Place in Haile Plantation
Unit 29 as per Plat Book S, pgs. 869

S.W. 91st Terrace

**Parcel
54
(No Buildings)**

Point of Beginning
Building "M"
(2,842 Sq.Ft. +/-)



SEE REPORT OF BOUNDARY SURVEY OF BUILDING "M" AT HAILE VILLAGE CENTER SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-302 DATED: 01/28/04. THIS SURVEY MAP AND ATTACHED REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHICH CAN BE FOUND ON THE REPORT. THE MAP AND REPORT ARE FULL AND COMPLETE ONLY WHEN REVIEWED TOGETHER.

PROJECT NUMBER: 03-302	DRAWN BY: HE	CHECKED BY: THE	SURVEY DATE: 01/28/04	DRAWING COMPLETE: 01/30/04	FIELD BOOK: HP102/L/L1
PREPARED FOR: 1) HAILE VILLAGE CENTER, LLC 2) ATTORNEYS: BFL INSURANCE FUND, INC. 3) SALTER FISHER, ATTORNEYS AT LAW 4)					
A SURVEY OF THE TYPE DESCRIBED HEREON WAS PERFORMED WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81017-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2003), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 01/28/04. ENG. DENMAN & ASSOCIATES, INC. BY: T.W. HAL EDWARDS LS: 5042 FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389 DATE: 4/30/04					



ENG. DENMAN & ASSOC. INC.
ENGINEERS * SURVEYORS * PLANNERS
2404 N.W. 43rd ST.
GAINESVILLE, FLORIDA 32606
TEL (352) 373-3541 FAX (352) 373-7249
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ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS

INSTRUMENT # 2034260

98 PGS

**REPORT OF BOUNDARY SURVEY OF BUILDING "M" AT HAILE
VILLAGE CENTER CONDOMINIUMS, SECT. 20, TWP. 10 S, RGE. 19 E,
ALACHUA COUNTY, FLORIDA.**

PROJECT NUMBER 03-302, (JANUARY 28, 2004)

MAP OF BOUNDARY SURVEY:

See Map of Boundary Survey AND Plot Plan of Building "M" at Haile Village Center Condominiums, Sect. 20, Twp. 10 S, Rge. 19 E, Alachua County, Florida, dated (January 28, 2004). This survey map and report is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in the report. The map and report are full and complete only when reviewed together.

LEGAL DESCRIPTION: (Subject Property)

(Ground Footprint, Building "M", Haile Village Center Condominiums)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 45.85 feet; thence South 02°13'24" West, 105.49 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue South 02°13'24" West, along the exterior of said building, 64.00 feet; thence North 87°46'36" West, along the exterior of said building, 44.40 feet; thence North 02°13'24" East, along the exterior of said building, 64.00 feet; thence South 87°46'36" East, along the exterior of said building, 44.40 feet to the POINT OF BEGINNING.

Containing 2842 square feet, more or less.

ACCURACY:

The expected use of the land described herein is to be multi-use buildings containing both commercial and residential spaces. This Boundary Survey was performed meeting the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 (2003), Florida Statutes.

STANDARD ABBREVIATIONS LEGEND:

AKA	= ALSO KNOWN AS	NW	= NORTHWEST
APPROX.	= APPROXIMATELY	NW'ly	= NORTHWESTERLY
ASPH	= ASPHALT	O.R.	= OFFICIAL RECORDS
AVE	= AVENUE	O/S	= OFFSET
BLVD.	= BOULEVARD	PAR.	= PARCEL
BWV	= BACKWATER VALVE	P.B.	= PLAT BOOK
CB	= CHORD BEARING	PC.	= POINT OF CURVATURE
CD	= CHORD DISTANCE	PG.	= PAGE
CL	= CENTERLINE	PI.	= POINT OF INTERSECTION
CLF	= CHAIN LINK FENCE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	P.O.C	= POINT OF COMMENCEMENT
COR.	= CORNER	PROP.	= PROPERTY
C.M.	= CONCRETE MONUMENT	PT.	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	P.U.E.	= PUBLIC UTILITIES EASEMENT
CPE	= CORRUGATED POLYETHYLENE	PVC	= POLYVINYL CHLORIDE
DEG	= DEGREE	R	= RADIUS
D	= DELTA ANGLE	RCP	= REINFORCED CONCRETE PIPE
DIP	= DUCTILE IRON PIPE	RGE.	= RANGE
ELEC.	= ELECTRIC	R/W	= RIGHT OF WAY
ELEV.	= ELEVATION	S'ly	= SOUTHERLY
ESM'T.	= EASEMENT	S/D	= SUBDIVISION
ET SEQ.	= "AND FOLLOWING PAGES"	SE	= SOUTHEAST
EXH	= EXHIBIT	SE'ly	= SOUTHEASTERLY
EXT	= EXTENSION	SEC.	= SECOND
FD.	= FOUND	SECT	= SECTION
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	SQ.FT.	= SQUARE FEET
HC	= HANDICAP	S.R.	= STATE ROAD
I.D.	= IDENTIFICATION	SS	= SANITARY SEWER
INV.	= INVERT (ELEVATION)	SW	= SOUTHWEST
L	= ARC LENGTH	SW'ly	= SOUTHWESTERLY
M	= METER	T	= TANGENT
MIN	= MINUTE	TYP.	= TYPICAL
MES	= MITERED END SECTION	T.P.	= TAX PARCEL
M.F.F.	= MINIMUM FINISH FLOOR	TWP.	= TOWNSHIP
NE	= NORTHEAST	UG	= UNDERGROUND
NE'ly	= NORTHEASTERLY	UNIV.	= UNIVERSITY

STANDARD LEGEND - SYMBOLS & LINETYPES

4"PVCGREY ○ = UTILITY "PULL BOX"	SWGEAR  = SWITCH GEAR (ELECTRIC)
CO ○ = CLEANOUT (SANITARY)	TELCOM  = TELECOMMUNICATIONS RISER
CTVR  = CABLE TV RISER	TEL VLT  = TELEPHONE EQUIPMENT VAULT
ELEC CAB  = ELECTRIC CABINET	WATSER ○ = WATER SERVICE
EM  = ELECTRIC METER	WM(s)  = WATER METER(s)
FH ○ = FIRE HYDRANT	○ = 5/8" REBAR & CAP (LB 2389)
LT PL  = LIGHT POLE	○ = DRILL HOLE IN CONCRETE
PVC2. ○ = TELEPHONE SERVICE (2" CONDUIT)	■ = 4X4 CONCRETE MONUMENT (LB 2389)
PVC4. ○ = ELECTRIC SERVICE (4" CONDUIT)	● = REBAR & CAP (Eng. Denman & Assoc.)
SIGN  = SIGN (INFORMATION)	⊙ = NAIL & DISK (LB 2389)
_____ GAS _____ = UNDERGROUND GAS LINE	
_____ SS _____ = SANITARY SEWER LINE	
_____ UGE _____ = UNDERGROUND ELECTRIC LINE	
_____ UGT _____ = UNDERGROUND TELECOMMUNICATIONS LINE	
_____ UGTV _____ = UNDERGROUND CABLE TV LINE	
_____ WL _____ = WATER LINE	

DATA SOURCES:

Bearings as shown hereon are based on a bearing of North 02°13'24" East, on the centerline of SW 91st Terrace between the nails and disks at the intersections with SW 49th Place and SW 48th Place.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Yenser, Murphy & Hutson, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. Commitment No. CF-0748674, dated Feb. 17, 2002. All references address documents on file in the Alachua County Public Records.

Underground utilities as shown hereon are the relative locations of paint markings made on the ground surface by employees of the companies providing the services. No excavation has been performed by the surveyor to verify locations or depths of these utilities. No guarantee is either expressed or implied that the locations as shown are correct or that no other utilities exist.

APPARENT PHYSICAL USE:

The area containing this Parcel has been under development for several years as a "Traditional Neighborhood Development" containing Commercial, Residential and Community support spaces and functions.

EASEMENTS/DEED RESTRICTIONS:

The Subject Property is not platted and has no specific restrictions that would be imposed by platting. The property is Zoned "PUD" by Alachua County, Florida.

Restrictions that may be addressed by the survey which are referenced by the aforementioned Title Insurance Commitment as **Exceptions** to the Title policy under **Schedule B, section II** are as follows:

- Item 4) Restrictions contained in Warranty Deed recorded in O.R. Book 1252, pg. 241:
Subject property is contained within overall property conveyed by the original owners (Haile heirs) and is restricted against use for mobile homes.
- Item 5) Covenants, restrictions, easements and other limitations recorded in O.R. Book 1279, pg. 546 and amended in O.R. Book 1280, pg. 614:
Subject property lies within Schedule "A" as set forth in Amendment and is therefore bound by the restrictions contained in this document which include prohibitions as to lighting and building height limitations.
- Item 6) Easement in favor of the City of Gainesville recorded in O.R. Book 1569, pg. 26:
Parcel I as described is approximately 800 feet west of the Village Center and does not affect the Subject property. Parcel II as described terminates on the west side of Village Center south of the Subject property and does not affect it.
- Item 7) Easement in favor of the City of Gainesville recorded in O.R. Book 1701, pg. 2565:
Parcel I as described covers part of the R/W of SW 91st Street and part of the R/W of SW 45th Blvd. and does not affect the Subject property. Parcel II as described covers the Sanitary sewer trunk line that occupies the North and West boundary of Haile Village Center. This line was later re-aligned from the eastern 2/3 of the described location. This Parcel does not affect the Subject property.
- Item 8) Easement in favor of the City of Gainesville recorded in O.R. Book 1878, pg. 232:
Exhibit 'A' describes electric easement along west R/W line of SW 91st Street; does not affect Subject property.
Exhibit 'B' describes public utilities easement west of Haile Plantation, Unit 16, Phase II; does not affect Subject property.
Exhibit 'C' describes the "re-aligned" Sanitary sewer trunk line which occupies the north and west 30 feet of the overall Village Center area and does not affect the Subject property.

- Item 9) Covenants, conditions and restrictions recorded in O.R. Book 1896, pg. 1326 & Amendments recorded in OR 1965/2195, OR 2004/251, OR 2004/254, OR 2053/935, OR 2071/1438, OR 2142/2645, OR 2142/2647, OR 2177/2604, OR 2248/1868, OR 2313/213, and OR 2348/2291:
The Subject property is designated a "unit" according to this document and as such is entitled to rights in the Common Property as described therein. The Subject property is also restricted and assessed according to this document. The property surveyed was subjected to these covenants by annexation as "additional property" in O.R. 2004, pg. 254 et seq.
- Item 10) Covenants, conditions and restrictions recorded in O.R. Book 2048, pg. 2191:
Subject property lies within the description of the lands included in this document and is subjected to the covenants and restrictions set forth.

Additional Easement provided by Salter, Feiber, Yenser, Murphy & Hutson, P.A. which was recorded after above referenced Title Commitment was issued:

Easement in favor of the City of Gainesville, recorded in O.R. Book 2435, pg. 2952:
Grants an easement for public utilities over all of the Haile Village Center Common Areas which were dedicated to the Haile Village Owners Association, Inc. in Warranty Deed recorded in O.R. Book 2430, pg. 108 et seq. and provides for utility service to the Subject property through the surrounding private site infrastructure from the Public rights of way.

ACCESS, PUBLIC UTILITIES:

Vehicular access to the Subject Property is from either S.W. 46th Boulevard or S.W. 91st Street which are both dedicated Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways from these public roads and across all "Common Property" is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq.

Public Utilities, water, electric power and telephone; enter the Property from the above Public rights of way and reach the subject property through the surrounding private site infrastructure within a public utility easement granted over the Common areas of Haile Village Center to the City of Gainesville in O.R. Bk. 2435, pg. 2952. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement at the west boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

FEMA FLOOD PLAIN STATUS:

The property described herein lies entirely within Zone "C", according to the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A, Panel 425 of 600, for Alachua County, Florida. Said map shows an Effective Date of September 28, 1984 and describes Zone "C" as being "Areas of minimal flooding."

INSTRUMENT # 2034260
98 PGS

SURVEYOR'S CERTIFICATE:

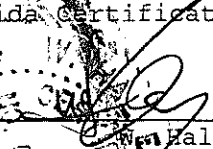
The undersigned hereby certifies to HAILE VILLAGE CENTER, LLC, a Florida limited liability company, ATTORNEYS' TITLE INSURANCE FUND, INC. and SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A. as follows:

- (1) This survey meets the minimum technical standards for land surveying in the State of Florida set forth by the Florida Board of Surveyors and Mappers pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
- (2) The construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

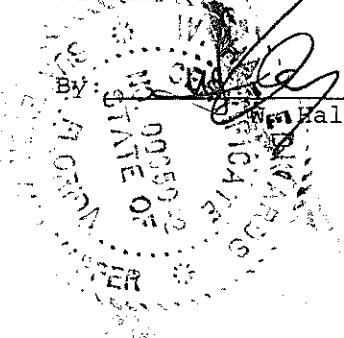
Dated this 30 day of April, 2004.

Eng, Denman & Associates, Inc.

Florida Certificate of Authorization No. LB - 2389

By:  _____, LS 5042 Dated: 4/30/04

Hal Edwards



Clerk of Circuit Court:
Recorded this day of _____, 2004

Clerk
Deputy Clerk

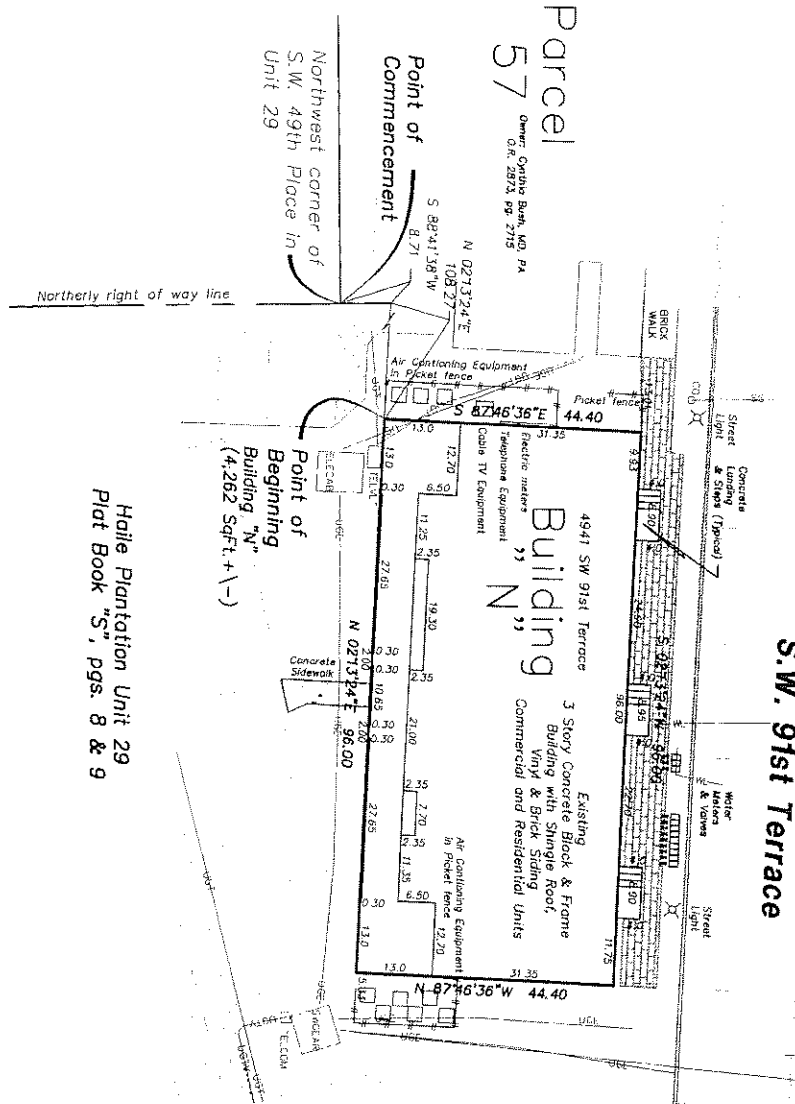
Condominium Book
Page _____

Map of Boundary Survey and Plot Plan of Building "N" at Haile Village Center Condominiums Alachua County, Florida.

NOTE:
1) Bearing and distance data between Point of Commencement and Point of Beginning is not shown to scale.
2) Dimensions as shown to scale.
3) Corners of building foundation walls prior to installation of sheathing and siding.

3) The Condominium property consists of the ground footprint of the building as described in the report together with the above ground balconies shown on the accompanying floor plans as "Limited Common Elements". All ground areas outside the footprint of the building (as described) are "Common Areas" under the Haile Village Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
4) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

NOTE: 1) LINEWORK SHOWN IN THIS DRAWING IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.
2) ALL IMPROVEMENTS SHOWN ON CONDOMINIUM PROPERTY ARE EXISTING IMPROVEMENTS.



Haile Plantation Unit 29
Plat Book "S", pgs. 8 & 9



SEE REPORT OF BOUNDARY SURVEY OF BUILDING "N" AT HAILE VILLAGE CENTER SEC. 20, TWP. 10 S. RGE. 19 E., ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-302 DATED: 01/28/04. THIS SURVEY MAP AND ATTACHED REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHICH CAN BE FOUND ON THE REPORT. THE MAP AND REPORT ARE FULL AND COMPLETE ONLY WHEN REVIEWED TOGETHER.

PROJECT NUMBER: 03-302	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 01/28/04	DRAWING COMPLETE: 01/30/04	FIELD BOOK: HP102/L.L.F.
PREPARED FOR: 1) HAILE VILLAGE CENTER, LLC 2) ATTORNEYS: TITLE INSURANCE FUND, INC. 3) SALTER FLAHER, YENNER, MURPHY & HUTTON					
A SURVEY OF THE TYPE DESCRIBED HEREON WAS PERFORMED WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1101.01, F.S. FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2003), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 01/28/04. ENG. DENMAN & ASSOC., INC. DATE: 01/28/04 AUTHORIZATION NO. LR-2389					



ENG. DENMAN & ASSOC. INC.
ENGINEERS • SURVEYORS • PLANNERS
2404 NW 43rd ST.
GAINESVILLE, FLORIDA 32606
TEL. (352) 373-3541 FAX (352) 373-7249
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INSTRUMENT # 2034260

98 PGS

**REPORT OF BOUNDARY SURVEY OF BUILDING "N" AT HAILE
VILLAGE CENTER CONDOMINIUMS, SECT. 20, TWP. 10 S, RGE. 19 E,
ALACHUA COUNTY, FLORIDA.**

PROJECT NUMBER 03-302, (JANUARY 28, 2004)

MAP OF BOUNDARY SURVEY:

See Map of Boundary Survey and Plot Plan of Building "N" at Haile Village Center Condominiums, Sect. 20, Twp. 10 S, Rge. 19 E, Alachua County, Florida, dated (January 28, 2004). This survey map and report is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in the report. The map and report are full and complete only when reviewed together.

LEGAL DESCRIPTION: (Subject Property)

(Ground Footprint, Building "N", Haile Village Center Condominiums)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the most northwesterly corner of S.W. 49th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 88°41'38" West, along a westerly extension of the northerly right of way line of said S.W. 49th Place, a distance of 8.71 feet; thence North 02°13'24" East, parallel with S.W. 91st Terrace, 108.27 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 02°13'24" East, parallel with said S.W. 91st Terrace, along the exterior of said building, 96.00 feet; thence North 87°46'36" West, along the exterior of said building, 44.40 feet; thence South 02°13'24" West, parallel with said S.W. 91st Terrace, along the exterior of said building, 96.00 feet; thence South 87°46'36" East, along the exterior of said building, 44.40 feet to the POINT OF BEGINNING.

Containing 4,262 square feet, more or less.

ACCURACY:

The expected use of the land described herein is to be multi-use buildings containing both commercial and residential spaces. This Boundary Survey was performed meeting the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 (2003), Florida Statutes.

STANDARD ABBREVIATIONS LEGEND:

AKA	= ALSO KNOWN AS	NW	= NORTHWEST
APPROX.	= APPROXIMATELY	NW'ly	= NORTHWESTERLY
ASPH	= ASPHALT	O.R.	= OFFICIAL RECORDS
AVE	= AVENUE	O/S	= OFFSET
BLVD.	= BOULEVARD	PAR.	= PARCEL
BWV	= BACKWATER VALVE	P.B.	= PLAT BOOK
CB	= CHORD BEARING	PC.	= POINT OF CURVATURE
CD	= CHORD DISTANCE	PG.	= PAGE
CL	= CENTERLINE	PI.	= POINT OF INTERSECTION
CLF	= CHAIN LINK FENCE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	P.O.C	= POINT OF COMMENCEMENT
COR.	= CORNER	PROP.	= PROPERTY
C.M.	= CONCRETE MONUMENT	PT.	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	P.U.E.	= PUBLIC UTILITIES EASEMENT
CPE	= CORRUGATED POLYETHYLENE	PVC	= POLYVINYL CHLORIDE
DEG	= DEGREE	R	= RADIUS
D	= DELTA ANGLE	RCP	= REINFORCED CONCRETE PIPE
DIP	= DUCTILE IRON PIPE	RGE.	= RANGE
ELEC.	= ELECTRIC	R/W	= RIGHT OF WAY
ELEV.	= ELEVATION	S'ly	= SOUTHERLY
ESM'T.	= EASEMENT	S/D	= SUBDIVISION
ET SEQ.	= "AND FOLLOWING PAGES"	SE	= SOUTHEAST
EXH	= EXHIBIT	SE'ly	= SOUTHEASTERLY
EXT	= EXTENSION	SEC.	= SECOND
FD.	= FOUND	SECT	= SECTION
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	SQ.FT.	= SQUARE FEET
HC	= HANDICAP	S.R.	= STATE ROAD
I.D.	= IDENTIFICATION	SS	= SANITARY SEWER
INV.	= INVERT (ELEVATION)	SW	= SOUTHWEST
L	= ARC LENGTH	SW'ly	= SOUTHWESTERLY
M	= METER	T	= TANGENT
MIN	= MINUTE	TYP.	= TYPICAL
MES	= MITERED END SECTION	T.P.	= TAX PARCEL
M.F.F.	= MINIMUM FINISH FLOOR	TWP.	= TOWNSHIP
NE	= NORTHEAST	UG	= UNDERGROUND
NE'ly	= NORTHEASTERLY	UNIV.	= UNIVERSITY

STANDARD LEGEND - SYMBOLS & LINETYPES

4"PVC GREY ○ = UTILITY "PULL BOX"

CO ○ = CLEANOUT (SANITARY)

CTVR □ = CABLE TV RISER

ELEC CAB □ = ELECTRIC CABINET

EM □ = ELECTRIC METER

FH ○ = FIRE HYDRANT

LT PL ✕ = LIGHT POLE

PVC2. ○ = TELEPHONE SERVICE (2" CONDUIT)

PVC4. ○ = ELECTRIC SERVICE (4" CONDUIT)

SIGN □ = SIGN (INFORMATION)

SWGEAR □ = SWITCH GEAR (ELECTRIC)

TELCOM □ = TELECOMMUNICATIONS RISER

TEL VLT □ = TELEPHONE EQUIPMENT VAULT

WATSER ○ = WATER SERVICE

WM(s) □ = WATER METER(s)

○ = 5/8" REBAR & CAP (LB 2389)

○ = DRILL HOLE IN CONCRETE

■ = 4X4 CONCRETE MONUMENT
 (LB 2389)

● = REBAR & CAP (Eng. Denman
 & Assoc.)

⊙ = NAIL & DISK (LB 2389)

————— GAS ————— = UNDERGROUND GAS LINE

————— SS ————— = SANITARY SEWER LINE

————— UGE ————— = UNDERGROUND ELECTRIC LINE

————— UGT ————— = UNDERGROUND TELECOMMUNICATIONS LINE

————— UGTV ————— = UNDERGROUND CABLE TV LINE

————— WL ————— = WATER LINE

DATA SOURCES:

Bearings as shown hereon are based on a bearing of North 02°13'24" East, on the centerline of SW 91st Terrace between the nails and disks at the intersections with SW 49th Place and SW 48th Place.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Yenser, Murphy & Hutson, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. Commitment No. CF-0748674, dated Feb. 17, 2002. All references address documents on file in the Alachua County Public Records.

Underground utilities as shown hereon are the relative locations of paint markings made on the ground surface by employees of the companies providing the services. No excavation has been performed by the surveyor to verify locations or depths of these utilities. No guarantee is either expressed or implied that the locations as shown are correct or that no other utilities exist.

APPARENT PHYSICAL USE:

The area containing this Parcel has been under development for several years as a "Traditional Neighborhood Development" containing Commercial, Residential and Community support spaces and functions.

EASEMENTS/DEED RESTRICTIONS:

The Subject Property is not platted and has no specific restrictions that would be imposed by platting. The property is Zoned "PUD" by Alachua County, Florida.

Restrictions that may be addressed by the survey which are referenced by the aforementioned Title Insurance Commitment as **Exceptions** to the Title policy under **Schedule B, section II** are as follows:

- Item 4) Restrictions contained in Warranty Deed recorded in O.R. Book 1252, pg. 241:
Subject property is contained within overall property conveyed by the original owners (Haile heirs) and is restricted against use for mobile homes.
- Item 5) Covenants, restrictions, easements and other limitations recorded in O.R. Book 1279, pg. 546 and amended in O.R. Book 1280, pg. 614:
Subject property lies within Schedule "A" as set forth in Amendment and is therefore bound by the restrictions contained in this document which include prohibitions as to lighting and building height limitations.
- Item 6) Easement in favor of the City of Gainesville recorded in O.R. Book 1569, pg. 26:
Parcel I as described is approximately 800 feet west of the Village Center and does not affect the Subject property. Parcel II as described terminates on the west side of Village Center south of the Subject property and does not affect it.
- Item 7) Easement in favor of the City of Gainesville recorded in O.R. Book 1701, pg. 2565:
Parcel I as described covers part of the R/W of SW 91st Street and part of the R/W of SW 45th Blvd. and does not affect the Subject property. Parcel II as described covers the Sanitary sewer trunk line that occupies the North and West boundary of Haile Village Center. This line was later re-aligned from the eastern 2/3 of the described location. This Parcel does not affect the Subject property.
- Item 8) Easement in favor of the City of Gainesville recorded in O.R. Book 1878, pg. 232:
Exhibit 'A' describes electric easement along west R/W line of SW 91st Street; does not affect Subject property.
Exhibit 'B' describes public utilities easement west of Haile Plantation, Unit 16, Phase II; does not affect Subject property.
Exhibit 'C' describes the "re-aligned" Sanitary sewer trunk line which occupies the north and west 30 feet of the overall Village Center area and does not affect the Subject property.

Item 9) Covenants, conditions and restrictions recorded in O.R. Book 1896, pg. 1326 & Amendments recorded in OR 1965/2195, OR 2004/251, OR 2004/254, OR 2053/935, OR 2071/1438, OR 2142/2645, OR 2142/2647, OR 2177/2604, OR 2248/1868, OR 2313/213, and OR 2348/2291:
The Subject property is designated a "unit" according to this document and as such is entitled to rights in the Common Property as described therein. The Subject property is also restricted and assessed according to this document. The property surveyed was subjected to these covenants by annexation as "additional property" in O.R. 2004, pg. 254 et seq.

Item 10) Covenants, conditions and restrictions recorded in O.R. Book 2048, pg. 2191:
Subject property lies within the description of the lands included in this document and is subjected to the covenants and restrictions set forth.

Additional Easement provided by Salter, Feiber, Yenser, Murphy & Hutson, P.A. which was recorded after above referenced Title Commitment was issued:

Easement in favor of the City of Gainesville, recorded in O.R. Book 2435, pg. 2952:
Grants an easement for public utilities over all of the Haile Village Center Common Areas which were dedicated to the Haile Village Owners Association, Inc. in Warranty Deed recorded in O.R. Book 2430, pg. 108 et seq. and provides for utility service to the Subject property through the surrounding private site infrastructure from the Public rights of way.

ACCESS, PUBLIC UTILITIES:

Vehicular access to the Subject Property is from either S.W. 46th Boulevard or S.W. 91st Street which are both dedicated Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways from these public roads and across all "Common Property" is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq.

Public Utilities, water, electric power and telephone; enter the Property from the above Public rights of way and reach the subject property through the surrounding private site infrastructure within a public utility easement granted over the Common areas of Haile Village Center to the City of Gainesville in O.R. Bk. 2435, pg. 2952. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement at the west boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

FEMA FLOOD PLAIN STATUS:

The property described herein lies entirely within Zone "C", according to the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A, Panel 425 of 600, for Alachua County, Florida. Said map shows an Effective Date of September 28, 1984 and describes Zone "C" as being "Areas of minimal flooding."

INSTRUMENT # 2034260

98 PGS

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies to HAILE VILLAGE CENTER, LLC, a Florida limited liability company, ATTORNEYS' TITLE INSURANCE FUND, INC. and SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A. as follows:

- (1) This survey meets the minimum technical standards for land surveying in the State of Florida set forth by the Florida Board of Surveyors and Mappers pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
- (2) The construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Dated this 30 day of April, 2004.

Eng. Denman & Associates, Inc.

Florida Certificate of Authorization No. LB - 2389

BY [Signature], LS 5042 Dated: 4/30/04
S.W. Hal Edwards

Clerk of Circuit Court:
Recorded this day of _____, 2004

Clerk
Deputy Clerk

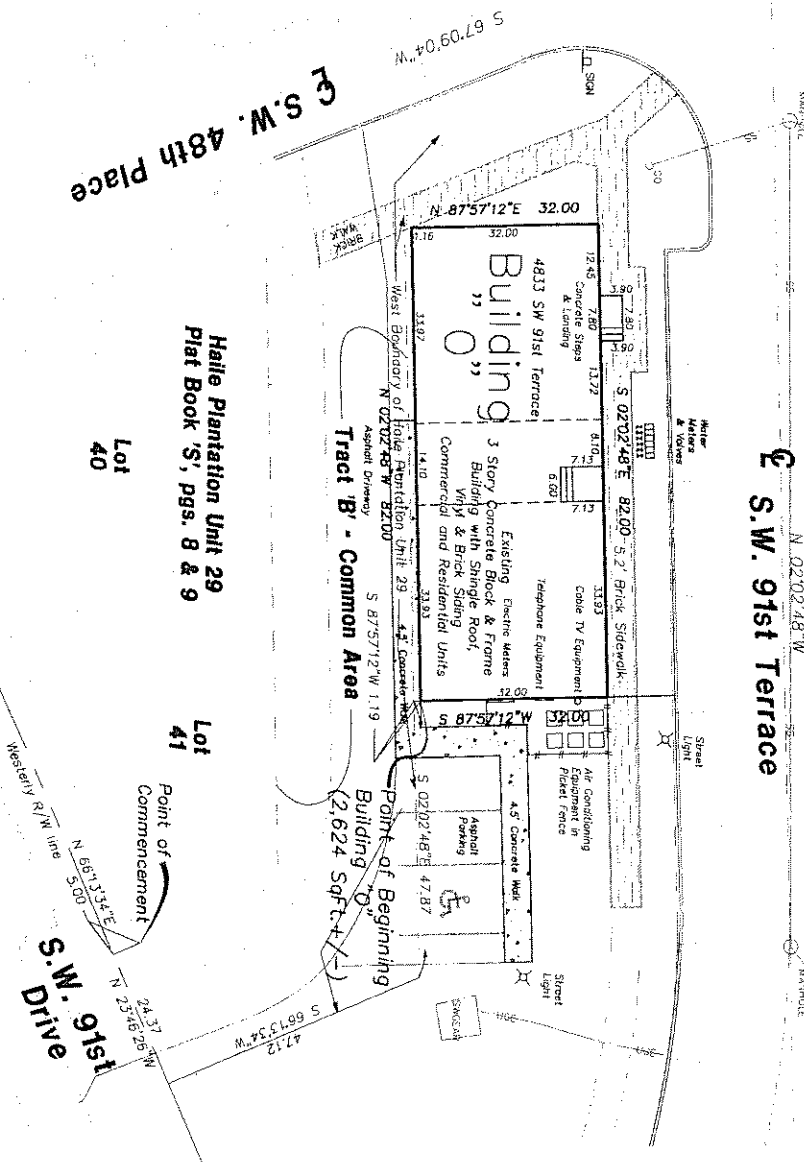
Condominium Book
Page _____

NOTE:
1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
2) Dimensioning as shown is given to corners of building foundation walls prior to installation of sheathing and siding.

Map of Boundary Survey and Plot Plan of Building "O" at Haile Village Center Condominiums Alachua County, Florida.

3) The Condominium property consists of the ground footprint of the building as described in the report together with the above ground balconies shown on the accompanying floor plans as "Limited Common Elements". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Owners Association, Inc. There are no easements, and/or parking areas within the condominium boundaries.
4) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

NOTE: 1) LINEWORK SHOWN IN ORIENTATION ONLY AND IS NOT FIELD LOCATED.
2) ALL IMPROVEMENTS SHOWN ON CONDOMINIUM PROPERTY ARE EXISTING IMPROVEMENTS.



SEE REPORT OF BOUNDARY SURVEY OF BUILDING "O" AT HAILE VILLAGE CENTER SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-302 DATED: 01/28/04. THIS SURVEY MAP AND ATTACHED REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHICH CAN BE FOUND ON THE REPORT. THE MAP AND REPORT ARE FULL AND COMPLETE ONLY WHEN REVIEWED TOGETHER.

PROJECT NUMBER: 03-302 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 01/28/04 DRAWING COMPLETE: 01/30/04 FIELD BOOK: HP102/LLF

PREPARED FOR: 1) HAILE VILLAGE CENTER, LLC 2) ATTORNEYS: TICE INSURANCE FUNDING 3) SALTER FIBER, TENSER, MURPHY & HUBBARD

A SURVEY OF THE TYPE DESCRIBED HEREON HAS BEEN PERFORMED WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMAKERS IN CHAPTER 6107-9, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2003), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 01/28/04. BY: W. HAY EDWARDS, LS 5042 ENG. DENMAN & ASSOC., INC. AUTHORIZATION NO. LB-2388 DATE: 4/30/04



ENG. DENMAN & ASSOC., INC.

ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST. GAINESVILLE, FLORIDA 32606 TEL (352) 373-3541 FAX (352) 373-7249

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ENG, DENMAN & ASSOCIATES, INC.

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**REPORT OF BOUNDARY SURVEY OF BUILDING "O" AT HAILE
VILLAGE CENTER CONDOMINIUMS, SECT. 20, TWP. 10 S, RGE. 19 E,
ALACHUA COUNTY, FLORIDA.**

PROJECT NUMBER 03-302, (JANUARY 28, 2004)

MAP OF BOUNDARY SURVEY:

See Map of Boundary Survey and Plot Plan of Building "O" at Haile Village Center Condominiums, Sect. 20, Twp. 10 S, Rge. 19 E, Alachua County, Florida, dated (January 28, 2004). This survey map and report is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in the report. The map and report are full and complete only when reviewed together.

LEGAL DESCRIPTION: (Subject Property)

(Ground Footprint, Building "O", Haile Village Center Condominiums)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 41 of Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence North 66°13'34" East, along a Northeasterly extension of the North boundary of said Lot 41, a distance of 5.00 feet to the Westerly right of way line of S.W. 91st Drive; thence North 23°46'26" West, along said Westerly right of way line, 24.37 feet to a corner on the Westerly boundary of said Haile Plantation, Unit 29; thence South 66°13'34" West, along said Westerly boundary, 47.12 feet, thence South 02°02'48" East, along said Westerly boundary, 47.87 feet; thence South 87°57'12" West, 1.19 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence South 02°02'48" East, parallel with said Westerly boundary, along the exterior of said building, 82.00 feet; thence South 87°57'12" West, along the exterior of said building, 32.00 feet; thence North 02°02'48" West, parallel with said S.W. 91st Terrace, along the exterior of said building, 82.00 feet; thence North 87°57'12" East, along the exterior of said building, 32.00 feet to the POINT OF BEGINNING.

Containing 2,624 square feet, more or less.

ACCURACY:

The expected use of the land described herein is to be multi-use buildings containing both commercial and residential spaces. This Boundary Survey was performed meeting the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 (2003), Florida Statutes.

STANDARD ABBREVIATIONS LEGEND:

AKA	= ALSO KNOWN AS	NW	= NORTHWEST
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ASPH	= ASPHALT	O.R.	= OFFICIAL RECORDS
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CPE	= CORRUGATED POLYETHYLENE	PVC	= POLYVINYL CHLORIDE
DEG	= DEGREE	R	= RADIUS
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DIP	= DUCTILE IRON PIPE	RGE.	= RANGE
ELEC.	= ELECTRIC	R/W	= RIGHT OF WAY
ELEV.	= ELEVATION	S'ly	= SOUTHERLY
ESM'T.	= EASEMENT	S/D	= SUBDIVISION
ET SEQ.	= "AND FOLLOWING PAGES"	SE	= SOUTHEAST
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EXT	= EXTENSION	SEC.	= SECOND
FD.	= FOUND	SECT	= SECTION
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	SQ.FT.	= SQUARE FEET
HC	= HANDICAP	S.R.	= STATE ROAD
I.D.	= IDENTIFICATION	SS	= SANITARY SEWER
INV.	= INVERT (ELEVATION)	SW	= SOUTHWEST
L	= ARC LENGTH	SW'ly	= SOUTHWESTERLY
M	= METER	T	= TANGENT
MIN	= MINUTE	TYP.	= TYPICAL
MES	= MITERED END SECTION	T.P.	= TAX PARCEL
M.F.F.	= MINIMUM FINISH FLOOR	TWP.	= TOWNSHIP
NE	= NORTHEAST	UG	= UNDERGROUND
NE'ly	= NORTHEASTERLY	UNIV.	= UNIVERSITY

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

STANDARD LEGEND - SYMBOLS & LINETYPES

4"PVCGREY ○ = UTILITY "PULL BOX"	SWGEAR  = SWITCH GEAR (ELECTRIC)
CO ○ = CLEANOUT (SANITARY)	TELCOM  = TELECOMMUNICATIONS RISER
CTVR  = CABLE TV RISER	TEL VLT  = TELEPHONE EQUIPMENT VAULT
ELEC CAB  = ELECTRIC CABINET	WATSER ○ = WATER SERVICE
EM  = ELECTRIC METER	WM(s)  = WATER METER(s)
FH  = FIRE HYDRANT	○ = 5/8" REBAR & CAP (LB 2389)
LT PL  = LIGHT POLE	□ = DRILL HOLE IN CONCRETE
PVC2. ○ = TELEPHONE SERVICE (2" CONDUIT)	■ = 4X4 CONCRETE MONUMENT (LB 2389)
PVC4. ○ = ELECTRIC SERVICE (4" CONDUIT)	● = REBAR & CAP (Eng. Denman & Assoc.)
SIGN  = SIGN (INFORMATION)	⊙ = NAIL & DISK (LB 2389)
_____ GAS _____ = UNDERGROUND GAS LINE	
_____ SS _____ = SANITARY SEWER LINE	
_____ UGE _____ = UNDERGROUND ELECTRIC LINE	
_____ UGT _____ = UNDERGROUND TELECOMMUNICATIONS LINE	
_____ UGTV _____ = UNDERGROUND CABLE TV LINE	
_____ WL _____ = WATER LINE	

DATA SOURCES:

Bearings as shown hereon are based on a bearing of North 02°02'48" West, on the centerline of SW 91st Terrace between the nails and disks at the intersection with SW 48th Place and the beginning of centerline curve 167.85 feet north of said intersection.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Yenser, Murphy & Hutson, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. Commitment No. CF-0748674, dated Feb. 17, 2002. All references address documents on file in the Alachua County Public Records.

Underground utilities as shown hereon are the relative locations of paint markings made on the ground surface by employees of the companies providing the services. No excavation has been performed by the surveyor to verify locations or depths of these utilities. No guarantee is either expressed or implied that the locations as shown are correct or that no other utilities exist.

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

INSTRUMENT # 2034260
98 PGS

APPARENT PHYSICAL USE:

The area containing this Parcel has been under development for several years as a "Traditional Neighborhood Development" containing Commercial, Residential and Community support spaces and functions.

EASEMENTS/DEED RESTRICTIONS:

The Subject Property is not platted and has no specific restrictions that would be imposed by platting. The property is Zoned "PUD" by Alachua County, Florida.

Restrictions that may be addressed by the survey which are referenced by the aforementioned Title Insurance Commitment as **Exceptions** to the Title policy under **Schedule B, section II** are as follows:

- Item 4) Restrictions contained in Warranty Deed recorded in O.R. Book 1252, pg. 241:
Subject property is contained within overall property conveyed by the original owners (Haile heirs) and is restricted against use for mobile homes.
- Item 5) Covenants, restrictions, easements and other limitations recorded in O.R. Book 1279, pg. 546 and amended in O.R. Book 1280, pg. 614:
Subject property lies within Schedule "A" as set forth in Amendment and is therefore bound by the restrictions contained in this document which include prohibitions as to lighting and building height limitations.
- Item 6) Easement in favor of the City of Gainesville recorded in O.R. Book 1569, pg. 26:
Parcel I as described is approximately 800 feet west of the Village Center and does not affect the Subject property. Parcel II as described terminates on the west side of Village Center south of the Subject property and does not affect it.
- Item 7) Easement in favor of the City of Gainesville recorded in O.R. Book 1701, pg. 2565:
Parcel I as described covers part of the R/W of SW 91st Street and part of the R/W of SW 45th Blvd. and does not affect the Subject property. Parcel II as described covers the Sanitary sewer trunk line that occupies the North and West boundary of Haile Village Center. This line was later re-aligned from the eastern 2/3 of the described location. This Parcel does not affect the Subject property.
- Item 8) Easement in favor of the City of Gainesville recorded in O.R. Book 1878, pg. 232:
Exhibit 'A' describes electric easement along west R/W line of SW 91st Street; does not affect Subject property.
Exhibit 'B' describes public utilities easement west of Haile Plantation, Unit 16, Phase II; does not affect Subject property.
Exhibit 'C' describes the "re-aligned" Sanitary sewer trunk line which occupies the north and west 30 feet of the overall Village Center area and does not affect the Subject property.

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

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Item 9) Covenants, conditions and restrictions recorded in O.R. Book 1896, pg. 1326 & Amendments recorded in OR 1965/2195, OR 2004/251, OR 2004/254, OR 2053/935, OR 2071/1438, OR 2142/2645, OR 2142/2647, OR 2177/2604, OR 2248/1868, OR 2313/213, and OR 2348/2291:

The Subject property is designated a "unit" according to this document and as such is entitled to rights in the Common Property as described therein. The Subject property is also restricted and assessed according to this document. The property surveyed was subjected to these covenants by annexation as "additional property" in O.R. 2004, pg. 254 et seq.

Item 10) Covenants, conditions and restrictions recorded in O.R. Book 2048, pg. 2191:

Subject property lies within the description of the lands included in this document and is subjected to the covenants and restrictions set forth.

Additional Easement provided by Salter, Feiber, Yenser, Murphy & Hutson, P.A. which was recorded after above referenced Title Commitment was issued:

Easement in favor of the City of Gainesville, recorded in O.R. Book 2435, pg. 2952:

Grants an easement for public utilities over all of the Haile Village Center Common Areas which were dedicated to the Haile Village Owners Association, Inc. in Warranty Deed recorded in O.R. Book 2430, pg. 108 et seq. and provides for utility service to the Subject property through the surrounding private site infrastructure from the Public rights of way.

ACCESS, PUBLIC UTILITIES:

Vehicular access to the Subject Property is from either S.W. 46th Boulevard or S.W. 91st Street which are both dedicated Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways from these public roads and across all "Common Property" is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq.

Public Utilities, water, electric power and telephone; enter the Property from the above Public rights of way and reach the subject property through the surrounding private site infrastructure within a public utility easement granted over the Common areas of Haile Village Center to the City of Gainesville in O.R. Bk. 2435, pg. 2952. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement at the west boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

FEMA FLOOD PLAIN STATUS:

The property described herein lies entirely within Zone "C", according to the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A, Panel 425 of 600, for Alachua County, Florida. Said map shows an Effective Date of September 28, 1984 and describes Zone "C" as being "Areas of minimal flooding."

SURVEYOR'S CERTIFICATE:

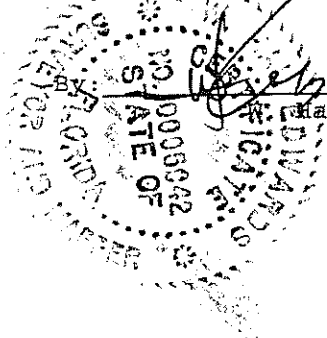
The undersigned hereby certifies to HAILE VILLAGE CENTER, LLC, a Florida limited liability company, ATTORNEYS' TITLE INSURANCE FUND, INC. and SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A. as follows:

- (1) This survey meets the minimum technical standards for land surveying in the State of Florida set forth by the Florida Board of Surveyors and Mappers pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
- (2) The construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Dated this 30 day of April, 2004.

Eng, Denman & Associates, Inc.

Florida Certificate of Authorization No. LB - 2389



By: [Signature] Mal Edwards

LS 5042

Dated:

4/30/04

Clerk of Circuit Court:
Recorded this day of , 2004

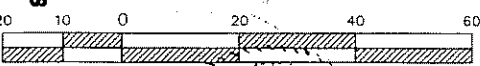
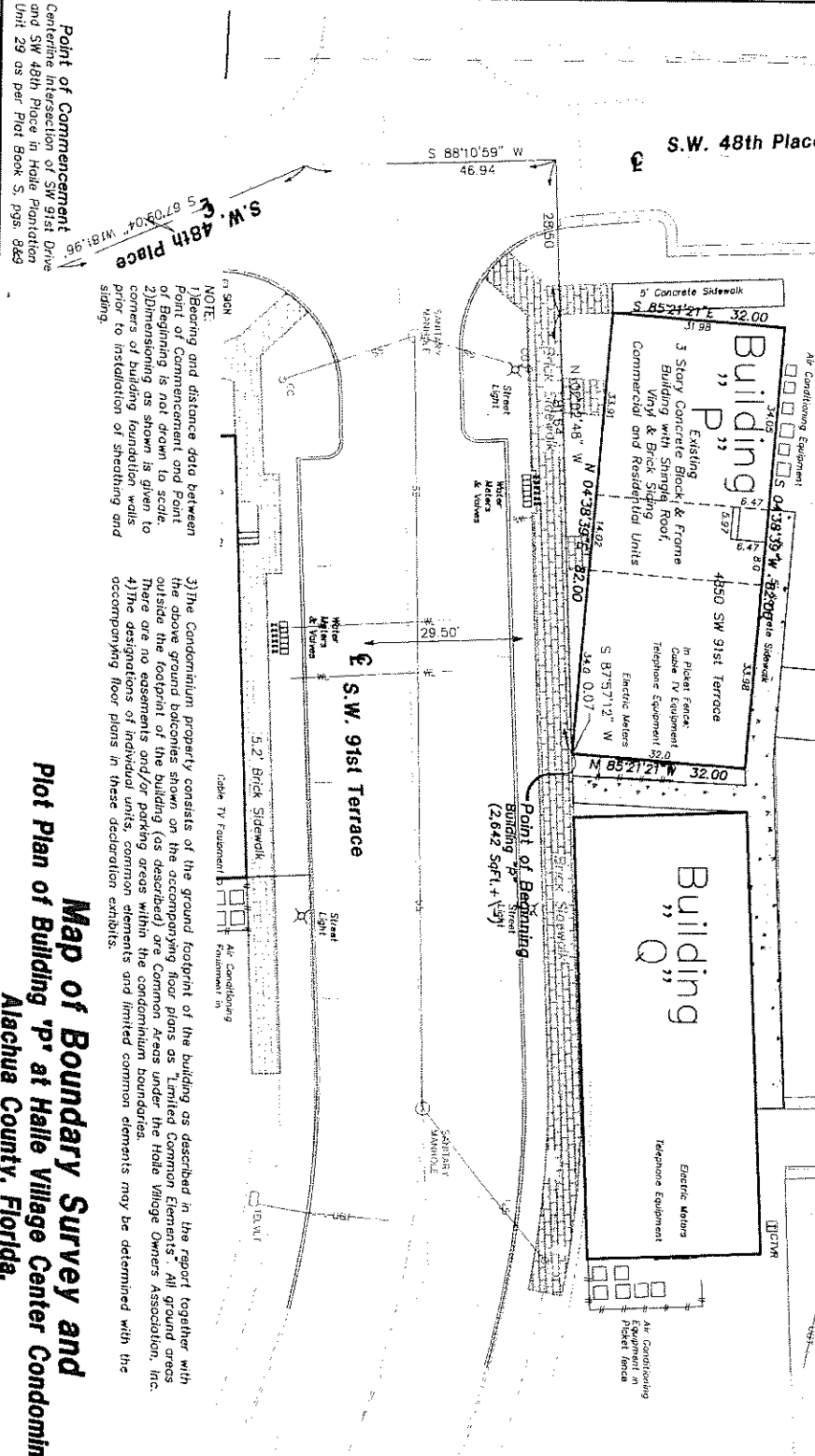
Clerk
Deputy Clerk

Condominium Book
Page

NOTE: 1) LINENWORK SHOWN IN
2) ALL IMPROVEMENTS SHOWN ON CONDOMINIUM PROPERTY ARE EXISTING IMPROVEMENTS.
IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

Parcel
60

Unable to measure
revised pavement due
to stockpiles of lumber
and construction debris



SEE REPORT OF BOUNDARY SURVEY OF BUILDING "P" AT HALLE VILLAGE CENTER
SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-302
DATED: 01/28/04. THIS SURVEY MAP AND ATTACHED REPORT IS NOT VALID WITHOUT
THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, WHICH CAN BE FOUND ON THE REPORT. THE MAP AND REPORT ARE FULL
AND COMPLETE ONLY WHEN REVIEWED TOGETHER.

PROJECT NUMBER: 03-302
DRAWN BY: HE
CHECKED BY: HE
DATE: 01/28/04
DRAWING COMPLETE: 01/30/04
FIELD BOOK: HP102/L.L.I.
PREPARED FOR: 1) HALLE VILLAGE CENTER, LLC
2) ATTORNEYS: TITLE INSURANCE FUND, INC.
3) SAUNDERS FIDELITY TRUST, MORTGAGE LENDERS
A SURVEY OF THE TYPE DESCRIBED HEREON WAS PERFORMED WHICH MEETS THE MINIMUM
TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS
AND MAPPERS IN CHAPTER 1102, F.S., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027 (2003), FLORIDA STATUTES.
THIS SURVEY DEPOSITS THE SITE CONDITIONS AS OF 01/28/04
ENG. DENMAN & ASSOCIATES, INC. BY: [Signature] AT: [Signature]
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2395
DATE: 4/30/04



ENG. DENMAN & ASSOC. INC.

ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.
GAINESVILLE, FLORIDA 32606
TEL. (352) 373-3541 FAX (352) 373-7249
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ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS

INSTRUMENT # 2034260

98 PGS

**REPORT OF BOUNDARY SURVEY OF BUILDING "P" AT HAILE
VILLAGE CENTER CONDOMINIUMS, SECT. 20, TWP. 10 S, RGE. 19 E,
ALACHUA COUNTY, FLORIDA.**

PROJECT NUMBER 03-302, (JANUARY 28, 2004)

MAP OF BOUNDARY SURVEY:

See Map of Boundary Survey and Plot Plan of Building "P" at Haile Village Center Condominiums, Sect. 20, Twp. 10 S, Rge. 19 E, Alachua County, Florida, dated (January 28, 2004). This survey map and report is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in the report. The map and report are full and complete only when reviewed together.

LEGAL DESCRIPTION: (Subject Property)

(Ground Footprint, Building "P", Haile Village Center Condominiums)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 46.94 feet; thence North 02°02'48" West, 28.50 feet; thence continue North 02°02'48" West, parallel with and 29.50 feet west of the centerline of S.W. 91st Terrace, 1.64 feet; thence South 87°57'12" West, 0.07 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence North 85°21'21" West, along the exterior of said building, 32.00 feet; thence South 04°38'39" West, along the exterior of said building, 82.00 feet; thence South 85°21'21" East, along the exterior of said building, 32.00 feet; thence North 04°38'39" East, along the exterior of said building, 82.00 feet to the POINT OF BEGINNING.

Containing 2,642 square feet, more or less.

ACCURACY:

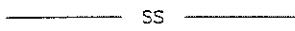
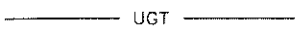
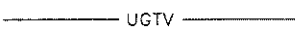
The expected use of the land described herein is to be multi-use buildings containing both commercial and residential spaces. This Boundary Survey was performed meeting the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 (2003), Florida Statutes.

STANDARD ABBREVIATIONS LEGEND:

AKA	= ALSO KNOWN AS	NW	= NORTHWEST
APPROX.	= APPROXIMATELY	NW'ly	= NORTHWESTERLY
ASPH	= ASPHALT	O.R.	= OFFICIAL RECORDS
AVE	= AVENUE	O/S	= OFFSET
BLVD.	= BOULEVARD	PAR.	= PARCEL
BWV	= BACKWATER VALVE	P.B.	= PLAT BOOK
CB	= CHORD BEARING	PC.	= POINT OF CURVATURE
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CLF	= CHAIN LINK FENCE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	P.O.C	= POINT OF COMMENCEMENT
COR.	= CORNER	PROP.	= PROPERTY
C.M.	= CONCRETE MONUMENT	PT.	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	P.U.E.	= PUBLIC UTILITIES EASEMENT
CPE	= CORRUGATED POLYETHYLENE	PVC	= POLYVINYL CHLORIDE
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D	= DELTA ANGLE	RCP	= REINFORCED CONCRETE PIPE
DIP	= DUCTILE IRON PIPE	RGE.	= RANGE
ELEC.	= ELECTRIC	R/W	= RIGHT OF WAY
ELEV.	= ELEVATION	S'ly	= SOUTHERLY
ESM'T.	= EASEMENT	S/D	= SUBDIVISION
ET SEQ.	= "AND FOLLOWING PAGES"	SE	= SOUTHEAST
EXH	= EXHIBIT	SE'ly	= SOUTHEASTERLY
EXT	= EXTENSION	SEC.	= SECOND
FD.	= FOUND	SECT	= SECTION
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	SQ.FT.	= SQUARE FEET
HC	= HANDICAP	S.R.	= STATE ROAD
I.D.	= IDENTIFICATION	SS	= SANITARY SEWER
INV.	= INVERT (ELEVATION)	SW	= SOUTHWEST
L	= ARC LENGTH	SW'ly	= SOUTHWESTERLY
M	= METER	T	= TANGENT
MIN	= MINUTE	TYP.	= TYPICAL
MES	= MITERED END SECTION	T.P.	= TAX PARCEL
M.F.F.	= MINIMUM FINISH FLOOR	TWP.	= TOWNSHIP
NE	= NORTHEAST	UG	= UNDERGROUND
NE'ly	= NORTHEASTERLY	UNIV.	= UNIVERSITY

INSTRUMENT # 2034260
98 PGS

STANDARD LEGEND - SYMBOLS & LINETYPES

4" PVC GREY  = UTILITY "PULL BOX"	SWGEAR  = SWITCH GEAR (ELECTRIC)
CO  = CLEANOUT (SANITARY)	TELCOM  = TELECOMMUNICATIONS RISER
CTVR  = CABLE TV RISER	TEL VLT  = TELEPHONE EQUIPMENT VAULT
ELEC CAB  = ELECTRIC CABINET	WATSER  = WATER SERVICE
EM  = ELECTRIC METER	WM(s)  = WATER METER(s)
FH  = FIRE HYDRANT	 = 5/8" REBAR & CAP (LB 2389)
LT PL  = LIGHT POLE	 = DRILL HOLE IN CONCRETE
PVC2.  = TELEPHONE SERVICE (2" CONDUIT)	 = 4X4 CONCRETE MONUMENT (LB 2389)
PVC4.  = ELECTRIC SERVICE (4" CONDUIT)	 = REBAR & CAP (Eng. Denman & Assoc.)
SIGN  = SIGN (INFORMATION)	 = NAIL & DISK (LB 2389)
 GAS  = UNDERGROUND GAS LINE	
 SS  = SANITARY SEWER LINE	
 UGE  = UNDERGROUND ELECTRIC LINE	
 UGT  = UNDERGROUND TELECOMMUNICATIONS LINE	
 UGTV  = UNDERGROUND CABLE TV LINE	
 WL  = WATER LINE	

DATA SOURCES:

Bearings as shown hereon are based on a bearing of North 02°02'48" West, on the centerline of SW 91st Terrace between the nails and disks at the intersection with SW 48th Place and the beginning of centerline curve 167.85 feet north of said intersection.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Yenser, Murphy & Hutson, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. Commitment No. CF-0748674, dated Feb. 17, 2002. All references address documents on file in the Alachua County Public Records.

Underground utilities as shown hereon are the relative locations of paint markings made on the ground surface by employees of the companies providing the services. No excavation has been performed by the surveyor to verify locations or depths of these utilities. No guarantee is either expressed or implied that the locations as shown are correct or that no other utilities exist.

APPARENT PHYSICAL USE:

The area containing this Parcel has been under development for several years as a "Traditional Neighborhood Development" containing Commercial, Residential and Community support spaces and functions.

EASEMENTS/DEED RESTRICTIONS:

The Subject Property is not platted and has no specific restrictions that would be imposed by platting. The property is Zoned "PUD" by Alachua County, Florida.

Restrictions that may be addressed by the survey which are referenced by the aforementioned Title Insurance Commitment as **Exceptions** to the Title policy under **Schedule B, section II** are as follows:

- Item 4) Restrictions contained in Warranty Deed recorded in O.R. Book 1252, pg. 241:
Subject property is contained within overall property conveyed by the original owners (Haile heirs) and is restricted against use for mobile homes.
- Item 5) Covenants, restrictions, easements and other limitations recorded in O.R. Book 1279, pg. 546 and amended in O.R. Book 1280, pg. 614:
Subject property lies within Schedule "A" as set forth in Amendment and is therefore bound by the restrictions contained in this document which include prohibitions as to lighting and building height limitations.
- Item 6) Easement in favor of the City of Gainesville recorded in O.R. Book 1569, pg. 26:
Parcel I as described is approximately 800 feet west of the Village Center and does not affect the Subject property. Parcel II as described terminates on the west side of Village Center south of the Subject property and does not affect it.
- Item 7) Easement in favor of the City of Gainesville recorded in O.R. Book 1701, pg. 2565:
Parcel I as described covers part of the R/W of SW 91st Street and part of the R/W of SW 45th Blvd. and does not affect the Subject property. Parcel II as described covers the Sanitary sewer trunk line that occupies the North and West boundary of Haile Village Center. This line was later re-aligned from the eastern 2/3 of the described location. This Parcel does not affect the Subject property.
- Item 8) Easement in favor of the City of Gainesville recorded in O.R. Book 1878, pg. 232:
Exhibit 'A' describes electric easement along west R/W line of SW 91st Street; does not affect Subject property.
Exhibit 'B' describes public utilities easement west of Haile Plantation, Unit 16, Phase II; does not affect Subject property.
Exhibit 'C' describes the "re-aligned" Sanitary sewer trunk line which occupies the north and west 30 feet of the overall Village Center area and does not affect the Subject property.

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

Item 9) Covenants, conditions and restrictions recorded in O.R. Book 1896, pg. 1326 & Amendments recorded in OR 1965/2195, OR 2004/251, OR 2004/254, OR 2053/935, OR 2071/1438, OR 2142/2645, OR 2142/2647, OR 2177/2604, OR 2248/1868, OR 2313/213, and OR 2348/2291:
The Subject property is designated a "unit" according to this document and as such is entitled to rights in the Common Property as described therein. The Subject property is also restricted and assessed according to this document. The property surveyed was subjected to these covenants by annexation as "additional property" in O.R. 2004, pg. 254 et seq.

Item 10) Covenants, conditions and restrictions recorded in O.R. Book 2048, pg. 2191:
Subject property lies within the description of the lands included in this document and is subjected to the covenants and restrictions set forth.

Additional Easement provided by Salter, Feiber, Yenser, Murphy & Hutson, P.A. which was recorded after above referenced Title Commitment was issued:

Easement in favor of the City of Gainesville, recorded in O.R. Book 2435, pg. 2952:

Grants an easement for public utilities over all of the Haile Village Center Common Areas which were dedicated to the Haile Village Owners Association, Inc. in Warranty Deed recorded in O.R. Book 2430, pg. 108 et seq. and provides for utility service to the Subject property through the surrounding private site infrastructure from the Public rights of way.

ACCESS, PUBLIC UTILITIES:

Vehicular access to the Subject Property is from either S.W. 46th Boulevard or S.W. 91st Street which are both dedicated Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways from these public roads and across all "Common Property" is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq.

Public Utilities, water, electric power and telephone; enter the Property from the above Public rights of way and reach the subject property through the surrounding private site infrastructure within a public utility easement granted over the Common areas of Haile Village Center to the City of Gainesville in O.R. Bk. 2435, pg. 2952. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement at the west boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

FEMA FLOOD PLAIN STATUS:

The property described herein lies entirely within Zone "C", according to the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A, Panel 425 of 600, for Alachua County, Florida. Said map shows an Effective Date of September 28, 1984 and describes Zone "C" as being "Areas of minimal flooding."

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies to HAILE VILLAGE CENTER, LLC, a Florida limited liability company, ATTORNEYS' TITLE INSURANCE FUND, INC. and SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A. as follows:

- (1) This survey meets the minimum technical standards for land surveying in the State of Florida set forth by the Florida Board of Surveyors and Mappers pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
- (2) The construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Dated this 30 day of April, 2004.

Eng, Denman & Associates, Inc.

Florida Certificate of Authorization No. LB - 2389

BY:

0005042
STATE OF
FLORIDA
MAPPING

W. Hal Edwards

LS 5042

Dated:

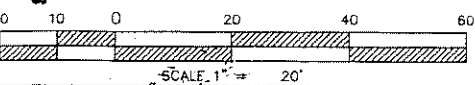
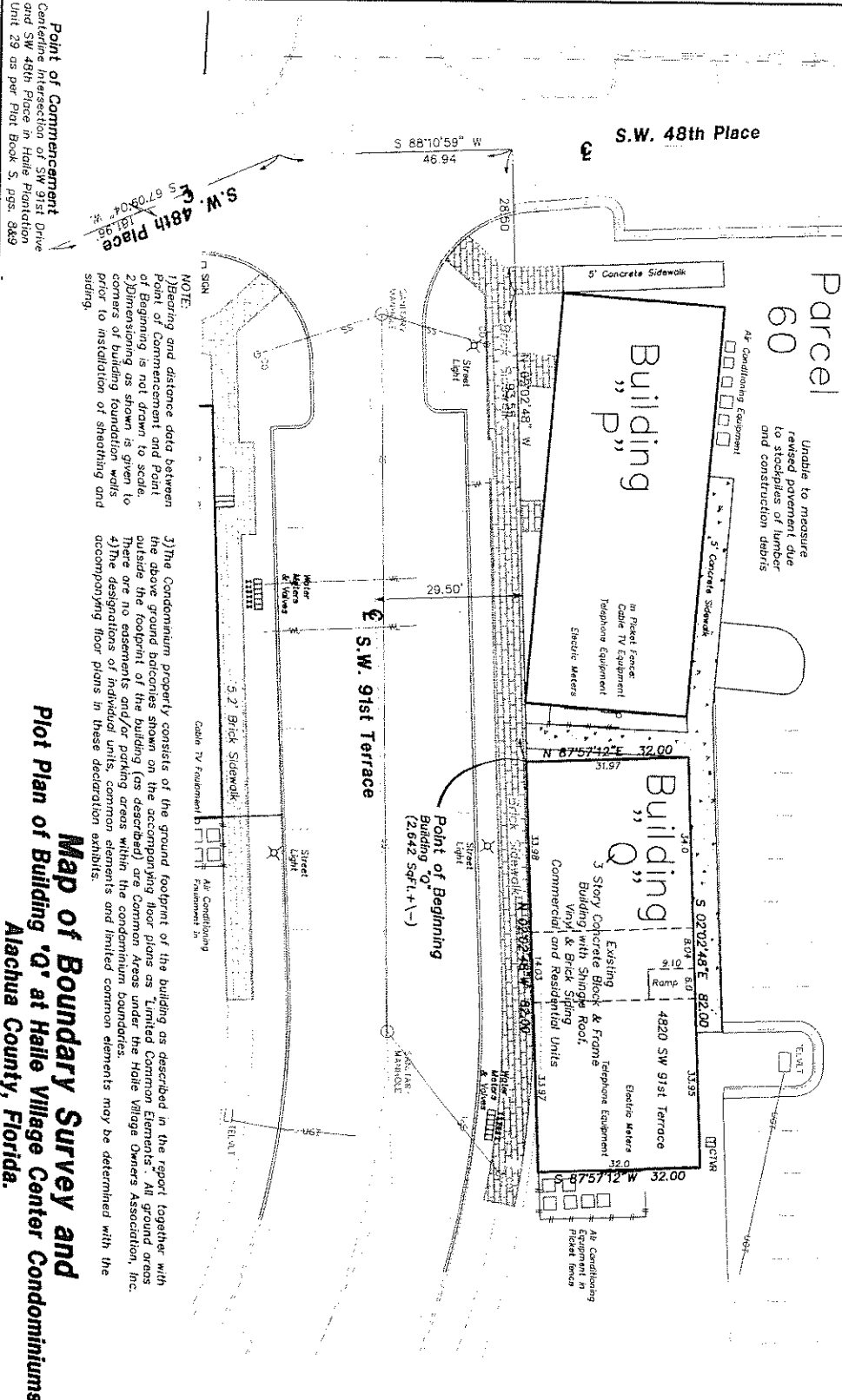
4/30/04

Clerk of Circuit Court:
Recorded this day of _____, 2004

Clerk
Deputy Clerk

Condominium Book
Page _____

NOTE: 1) LINEWORK SHOWN IN
2) ALL IMPROVEMENTS SHOWN ON
IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.
CONDOMINIUM PROPERTY ARE EXISTING IMPROVEMENTS.



SEE REPORT OF BOUNDARY SURVEY OF BUILDING "Q" AT HAILE VILLAGE CENTER SEC. 20, TWP. 10 S., RGE. 19 E., ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-302 DATED: 01/28/04. THIS SURVEY MAP AND ATTACHED REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHICH CAN BE FOUND ON THE REPORT. THE MAP AND REPORT ARE FULL AND COMPLETE ONLY WHEN REVIEWED TOGETHER.

PROJECT NUMBER: 03-302	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 01/28/04	DRAWING COMPLETE: 01/30/04	FIELD BOOK: HP102/L1
------------------------	--------------	----------------	-----------------------	----------------------------	----------------------

PREPARED FOR:
1) HAILE VILLAGE CENTER, LLC
2) ATTORNEYS' TITLE INSURANCE FUND, INC.
3) SALTER, FISHER, TENSER, WATSON & HILSON

A SURVEY OF THE TYPE DESCRIBED HEREIN WAS ASSIGNED WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1101.17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.027 (2003), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 01/28/04.

ENG. DENMAN & ASSOCIATES, INC. BY: W. H. EDWARDS

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389

DATE: 4/30/04



ENG. DENMAN & ASSOC. INC.
ENGINEERS • SURVEYORS • PLANNERS
2404 N.W. 43rd ST.
GAINESVILLE, FLORIDA 32606
TEL. (352) 373-3541 FAX (352) 373-7249
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EXHIBIT A-7



ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS

INSTRUMENT # 2034260

98 PGS

**REPORT OF BOUNDARY SURVEY OF BUILDING "Q" AT HAILE
VILLAGE CENTER CONDOMINIUMS, SECT. 20, TWP. 10 S, RGE. 19 E,
ALACHUA COUNTY, FLORIDA.**

PROJECT NUMBER 03-302, (JANUARY 28, 2004)

MAP OF BOUNDARY SURVEY:

See Map of Boundary Survey and Plot Plan of Building "Q" at Haile Village Center Condominiums, Sect. 20, Twp. 10 S, Rge. 19 E, Alachua County, Florida, dated (January 28, 2004). This survey map and report is not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in the report. The map and report are full and complete only when reviewed together.

LEGAL DESCRIPTION: (Subject Property)

(Ground Footprint, Building "Q", Haile Village Center Condominiums)

A portion of Section 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 91st Drive and S.W. 48th Place as platted in Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 & 9 of the public records of Alachua County, Florida and run thence South 67°09'04" West, along the centerline of said S.W. 48th Place, a distance of 181.96 feet; thence South 88°10'59" West, along said centerline, 46.94 feet; thence North 02°02'48" West, 28.50 feet; thence continue North 02°02'48" West, parallel with and 29.50 feet west of the centerline of S.W. 91st Terrace 93.55 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 02°02'48" West, along the exterior of said building, 82.00 feet; thence South 87°57'12" West, along the exterior of said building, 32.00 feet; thence South 02°02'48" East, along the exterior of said building, 82.00 feet; thence North 87°57'12" East, along the exterior of said building, 32.00 feet to the POINT OF BEGINNING.

Containing 2,642 square feet, more or less.

ACCURACY:

The expected use of the land described herein is to be multi-use buildings containing both commercial and residential spaces. This Boundary Survey was performed meeting the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 (2003), Florida Statutes.

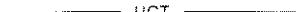
STANDARD ABBREVIATIONS LEGEND:

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APPROX.	= APPROXIMATELY	NW'ly	= NORTHWESTERLY
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CONC.	= CONCRETE	P.O.C	= POINT OF COMMENCEMENT
COR.	= CORNER	PROP.	= PROPERTY
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CPE	= CORRUGATED POLYETHYLENE	PVC	= POLYVINYL CHLORIDE
DEG	= DEGREE	R	= RADIUS
D	= DELTA ANGLE	RCP	= REINFORCED CONCRETE PIPE
DIP	= DUCTILE IRON PIPE	RGE.	= RANGE
ELEC.	= ELECTRIC	R/W	= RIGHT OF WAY
ELEV.	= ELEVATION	S'ly	= SOUTHERLY
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MES	= MITERED END SECTION	T.P.	= TAX PARCEL
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INSTRUMENT # 2034260
98 PGS

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

STANDARD LEGEND - SYMBOLS & LINETYPES

4"PVCGREY  = UTILITY "PULL BOX"	SWGEAR  = SWITCH GEAR (ELECTRIC)
CO  = CLEANOUT (SANITARY)	TELCOM  = TELECOMMUNICATIONS RISER
CTVR  = CABLE TV RISER	TEL VLT  = TELEPHONE EQUIPMENT VAULT
ELEC CAB  = ELECTRIC CABINET	WATSER  = WATER SERVICE
EM  = ELECTRIC METER	WM(s)  = WATER METER(s)
FH  = FIRE HYDRANT	 = 5/8" REBAR & CAP (LB 2389)
LT PL  = LIGHT POLE	 = DRILL HOLE IN CONCRETE
PVC2.  = TELEPHONE SERVICE (2" CONDUIT)	 = 4X4 CONCRETE MONUMENT (LB 2389)
PVC4.  = ELECTRIC SERVICE (4" CONDUIT)	 = REBAR & CAP (Eng, Denman & Assoc.)
SIGN  = SIGN (INFORMATION)	 = NAIL & DISK (LB 2389)
 GAS  = UNDERGROUND GAS LINE	
 SS  = SANITARY SEWER LINE	
 UGE  = UNDERGROUND ELECTRIC LINE	
 UGT  = UNDERGROUND TELECOMMUNICATIONS LINE	
 UGTV  = UNDERGROUND CABLE TV LINE	
 WL  = WATER LINE	

DATA SOURCES:

Bearings as shown hereon are based on a bearing of North 02°02'48" West, on the centerline of SW 91st Terrace between the nails and disks at the intersection with SW 48th Place and the beginning of centerline curve 167.85 feet north of said intersection.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Yenser, Murphy & Hutson, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. Commitment No. CF-0748674, dated Feb. 17, 2002. All references address documents on file in the Alachua County Public Records.

Underground utilities as shown hereon are the relative locations of paint markings made on the ground surface by employees of the companies providing the services. No excavation has been performed by the surveyor to verify locations or depths of these utilities. No guarantee is either expressed or implied that the locations as shown are correct or that no other utilities exist.

APPARENT PHYSICAL USE:

The area containing this Parcel has been under development for several years as a "Traditional Neighborhood Development" containing Commercial, Residential and Community support spaces and functions.

EASEMENTS/DEED RESTRICTIONS:

The Subject Property is not platted and has no specific restrictions that would be imposed by platting. The property is Zoned "PUD" by Alachua County, Florida.

Restrictions that may be addressed by the survey which are referenced by the aforementioned Title Insurance Commitment as **Exceptions** to the Title policy under **Schedule B, section II** are as follows:

- Item 4) Restrictions contained in Warranty Deed recorded in O.R. Book 1252, pg. 241:
Subject property is contained within overall property conveyed by the original owners (Haile heirs) and is restricted against use for mobile homes.
- Item 5) Covenants, restrictions, easements and other limitations recorded in O.R. Book 1279, pg. 546 and amended in O.R. Book 1280, pg. 614:
Subject property lies within Schedule "A" as set forth in Amendment and is therefore bound by the restrictions contained in this document which include prohibitions as to lighting and building height limitations.
- Item 6) Easement in favor of the City of Gainesville recorded in O.R. Book 1569, pg. 26:
Parcel I as described is approximately 800 feet west of the Village Center and does not affect the Subject property. Parcel II as described terminates on the west side of Village Center south of the Subject property and does not affect it.
- Item 7) Easement in favor of the City of Gainesville recorded in O.R. Book 1701, pg. 2565:
Parcel I as described covers part of the R/W of SW 91st Street and part of the R/W of SW 45th Blvd. and does not affect the Subject property. Parcel II as described covers the Sanitary sewer trunk line that occupies the North and West boundary of Haile Village Center. This line was later re-aligned from the eastern 2/3 of the described location. This Parcel does not affect the Subject property.
- Item 8) Easement in favor of the City of Gainesville recorded in O.R. Book 1878, pg. 232:
Exhibit 'A' describes electric easement along west R/W line of SW 91st Street; does not affect Subject property.
Exhibit 'B' describes public utilities easement west of Haile Plantation, Unit 16, Phase II; does not affect Subject property.
Exhibit 'C' describes the "re-aligned" Sanitary sewer trunk line which occupies the north and west 30 feet of the overall Village Center area and does not affect the Subject property.

Report of Boundary Survey
Project Number 03-302
Jan. 28, 2004 (continued)

Item 9) Covenants, conditions and restrictions recorded in O.R. Book 1896, pg. 1326 & Amendments recorded in OR 1965/2195, OR 2004/251, OR 2004/254, OR 2053/935, OR 2071/1438, OR 2142/2645, OR 2142/2647, OR 2177/2604, OR 2248/1868, OR 2313/213, and OR 2348/2291:
The Subject property is designated a "unit" according to this document and as such is entitled to rights in the Common Property as described therein. The Subject property is also restricted and assessed according to this document. The property surveyed was subjected to these covenants by annexation as "additional property" in O.R. 2004, pg. 254 et seq.

Item 10) Covenants, conditions and restrictions recorded in O.R. Book 2048, pg. 2191:
Subject property lies within the description of the lands included in this document and is subjected to the covenants and restrictions set forth.

Additional Easement provided by Salter, Feiber, Yenser, Murphy & Hutson, P.A. which was recorded after above referenced Title Commitment was issued:

Easement in favor of the City of Gainesville, recorded in O.R. Book 2435, pg. 2952:
Grants an easement for public utilities over all of the Haile Village Center Common Areas which were dedicated to the Haile Village Owners Association, Inc. in Warranty Deed recorded in O.R. Book 2430, pg. 108 et seq. and provides for utility service to the Subject property through the surrounding private site infrastructure from the Public rights of way.

ACCESS, PUBLIC UTILITIES:

Vehicular access to the Subject Property is from either S.W. 46th Boulevard or S.W. 91st Street which are both dedicated Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways from these public roads and across all "Common Property" is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq.

Public Utilities, water, electric power and telephone; enter the Property from the above Public rights of way and reach the subject property through the surrounding private site infrastructure within a public utility easement granted over the Common areas of Haile Village Center to the City of Gainesville in O.R. Bk. 2435, pg. 2952. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement at the west boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

FEMA FLOOD PLAIN STATUS:

The property described herein lies entirely within Zone "C", according to the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A, Panel 425 of 600, for Alachua County, Florida. Said map shows an Effective Date of September 28, 1984 and describes Zone "C" as being "Areas of minimal flooding."

SURVEYOR'S CERTIFICATE:

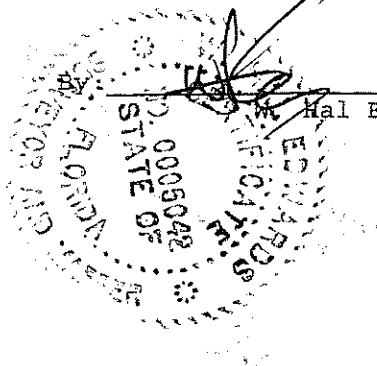
The undersigned hereby certifies to HAILE VILLAGE CENTER, LLC, a Florida limited liability company, ATTORNEYS' TITLE INSURANCE FUND, INC. and SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A. as follows:

- (1) This survey meets the minimum technical standards for land surveying in the State of Florida set forth by the Florida Board of Surveyors and Mappers pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
- (2) The construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Dated this 30 day of April, 2004.

Eng, Denman & Associates, Inc.

Florida Certificate of Authorization No. LB - 2389

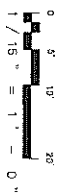
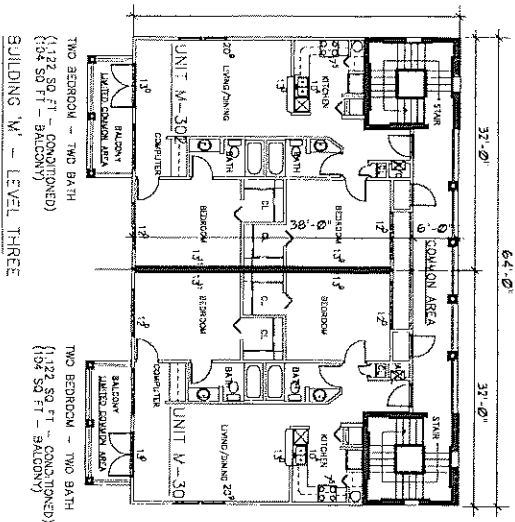
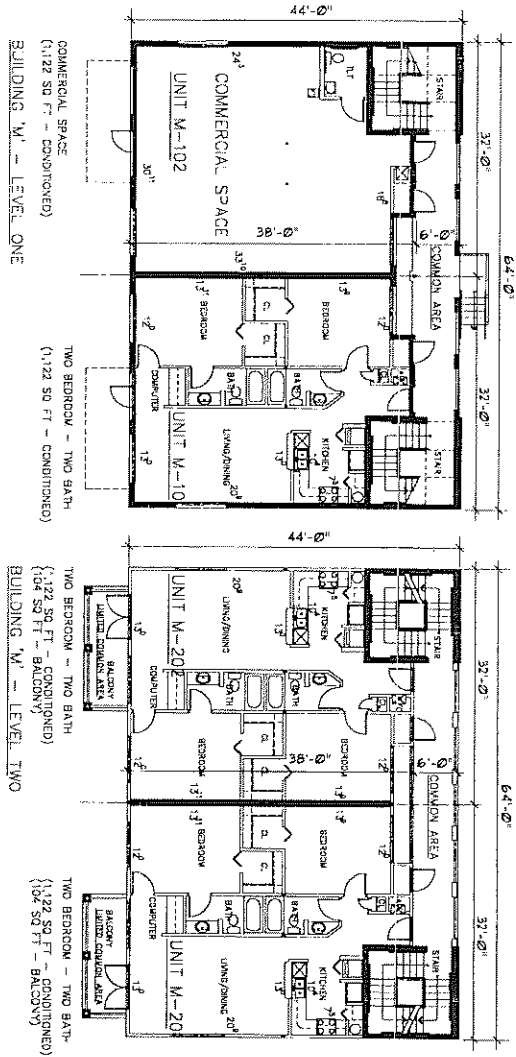


W. Hal Edwards

, LS 5042

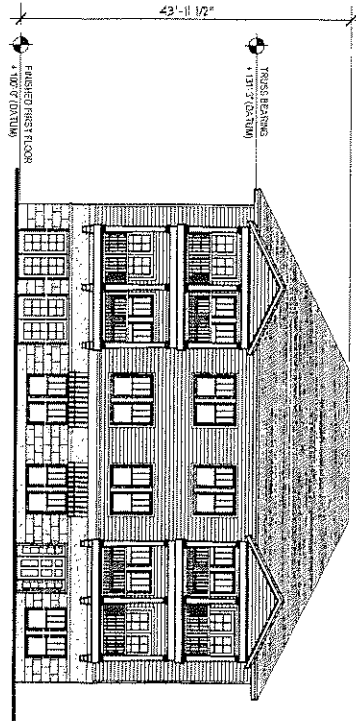
Dated:

4/30/04

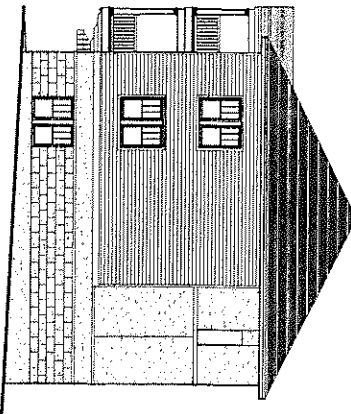


HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-B
BUILDING 'W'
FLOOR PLANS AND UNIT DESIGNATIONS

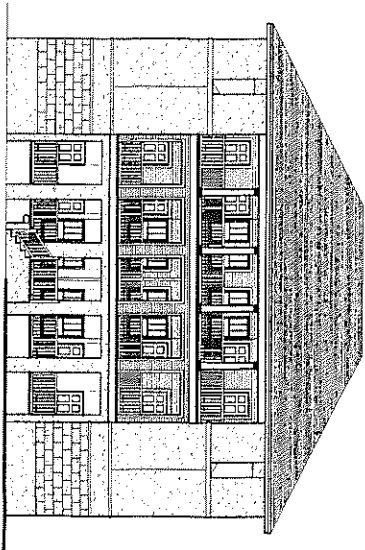
INSTRUMENT # 2034260
98 PGS



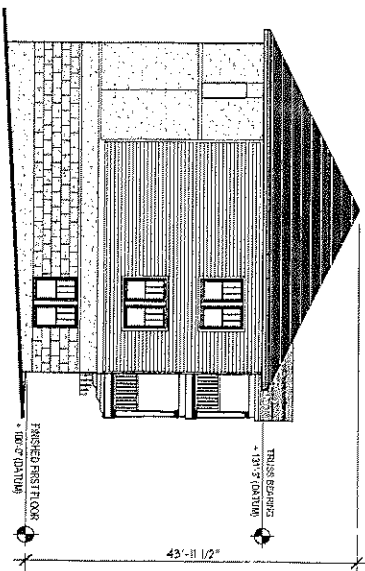
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



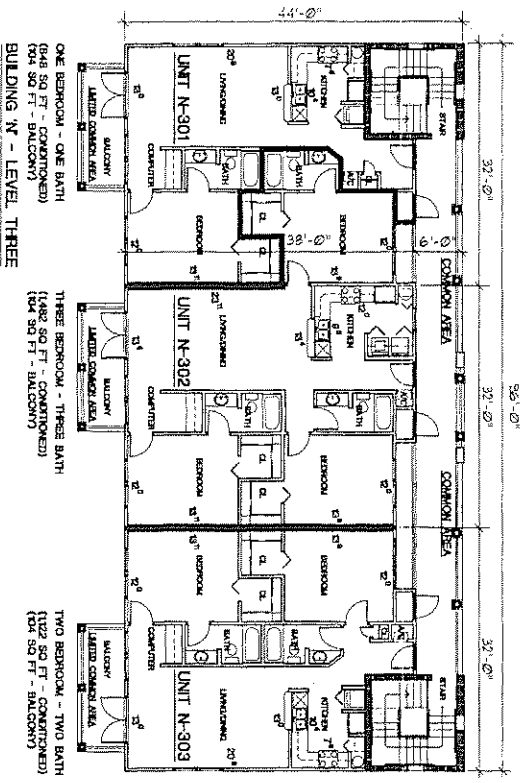
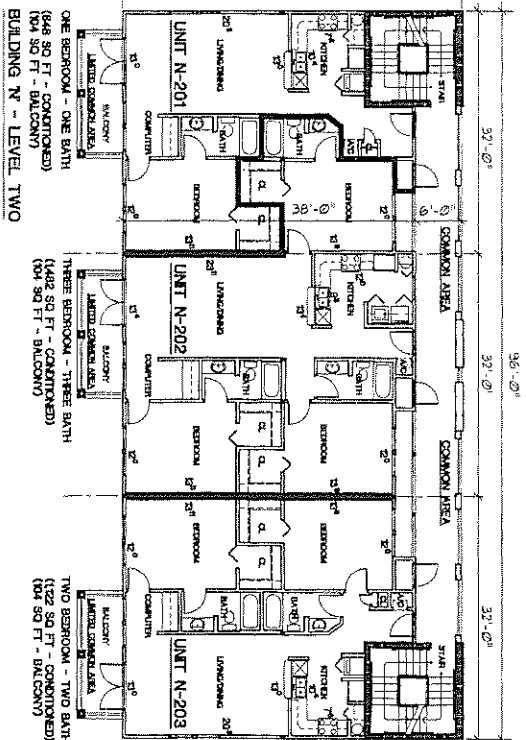
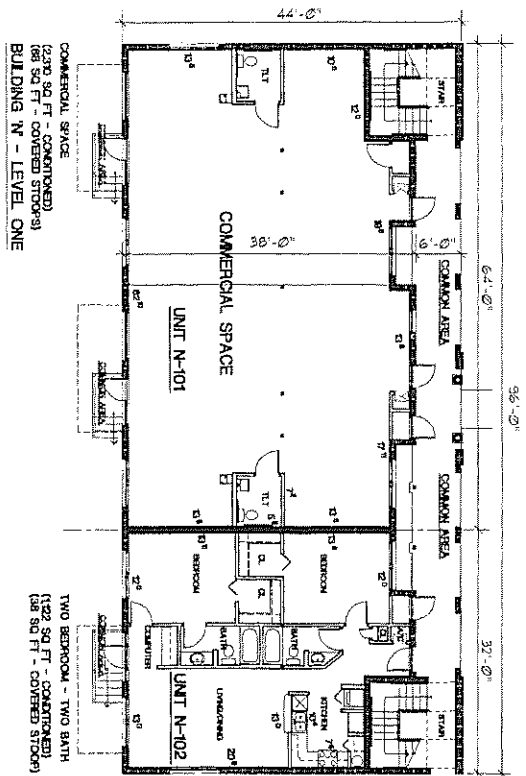
LEFT SIDE ELEVATION

BUILDING M - EXTERIOR ELEVATIONS

HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-9
BUILDING M
EXTERIOR ELEVATIONS

associated florida architects, inc.
florida registration no. - C001997
802 nw 23rd avenue • gainesville, florida 32609-3534
352 375-3005 • 352 378-2523 • 352 375-5387 fax

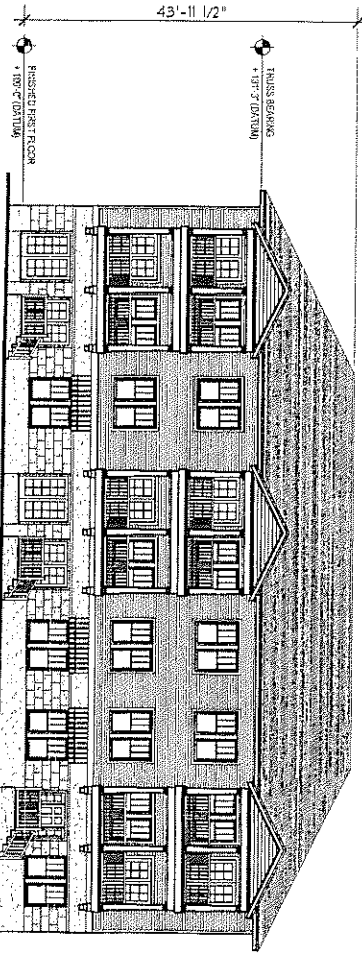




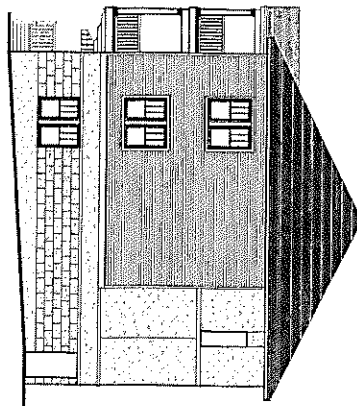
associated florida architects, inc.
firms registration no. - 001507
3002 w. 20th avenue, fort lauderdale, florida 33309-4534
352.370-0000 • 352.370-0000 • 352.370-0000 fax



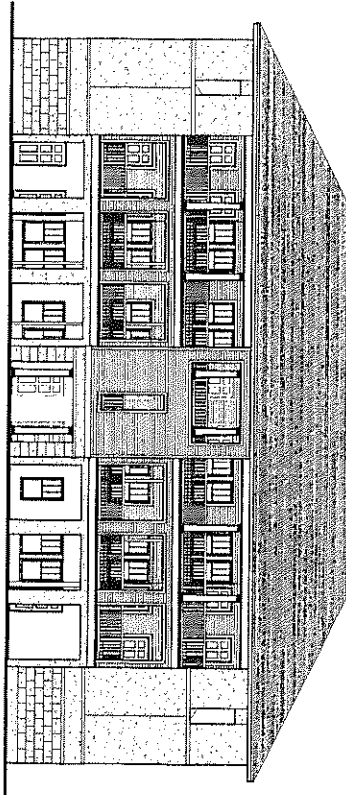
HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-10
BUILDING N
FLOOR PLANS AND UNIT DESIGNATIONS



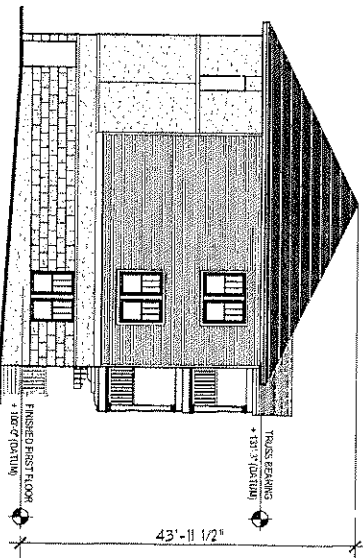
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

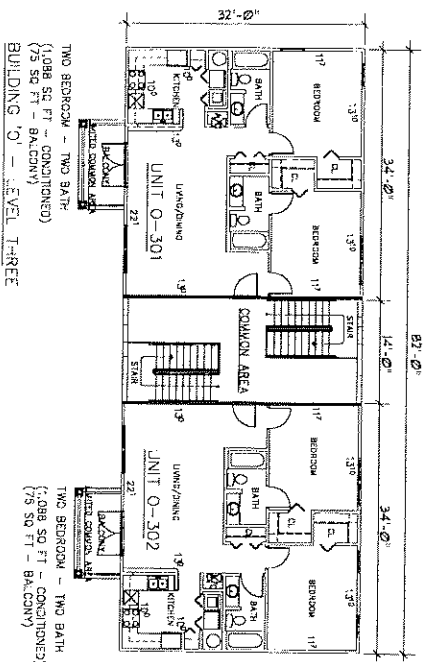
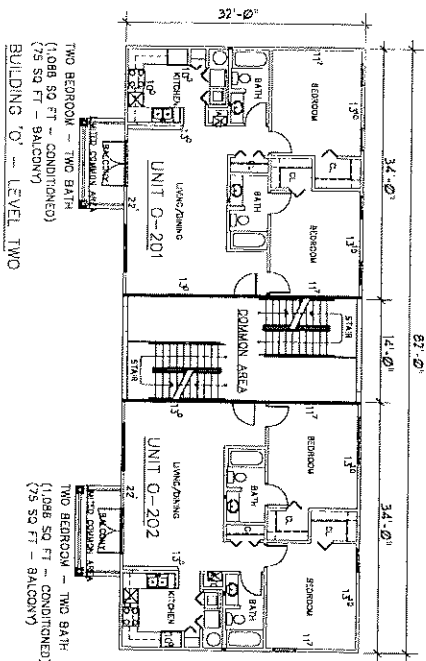
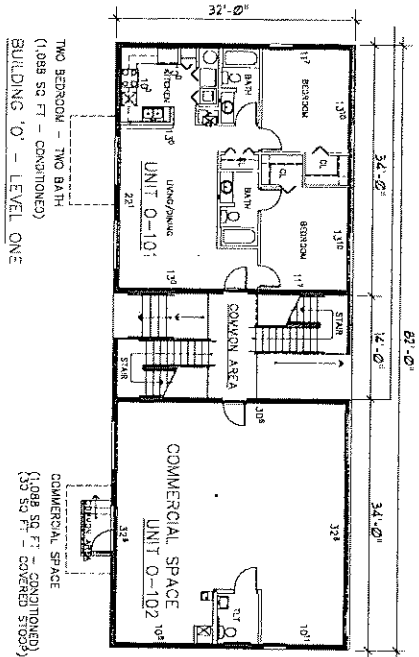
BUILDING N - EXTERIOR ELEVATIONS

associated florida architects, inc.
florida registration: AA-C001937
802 nw 23rd avenue • gainesville, florida 32609-3534
352 375-3005 • 352 378-2523 • 352 375-5397 fax

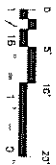


HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-11
BUILDING N
EXTERIOR ELEVATIONS

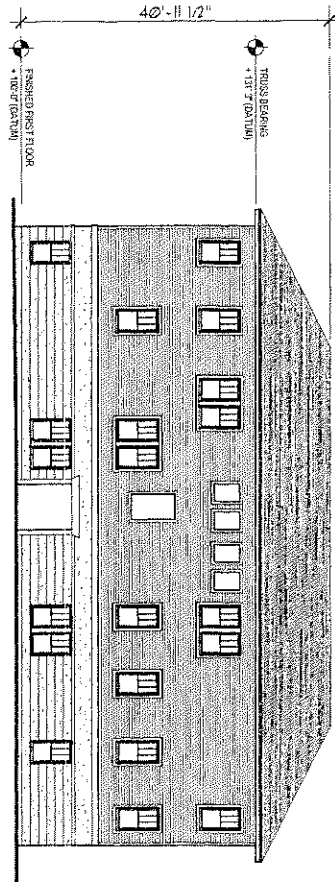
INSTRUMENT # 2034260
98 PGS



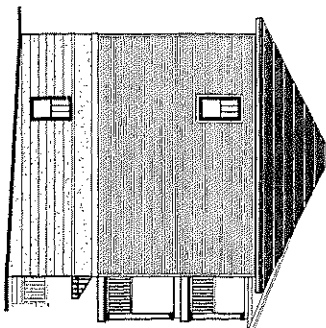
associated florida architects, inc.
Florida Registration No. C011807
802 NW 23rd Avenue • Gainesville, Florida 32608-3304
352 375-3805 • 352 378-2523 • 352 375-5987 fax



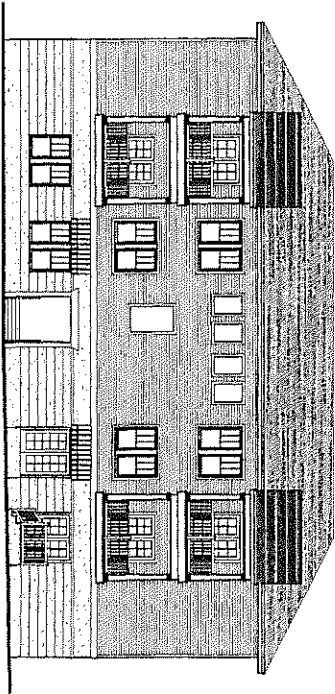
HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-12
BUILDING 'O'
FLOOR PLANS AND UNIT DESIGNATIONS



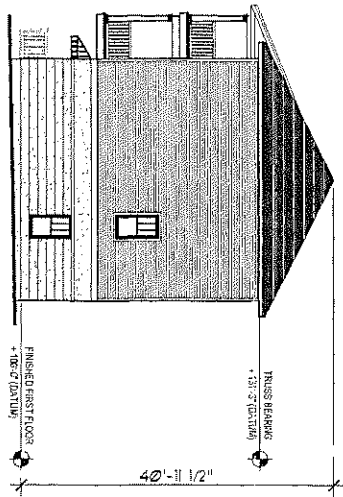
REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

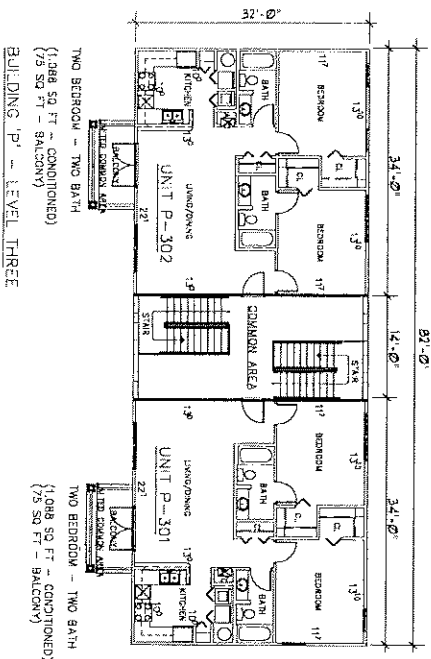
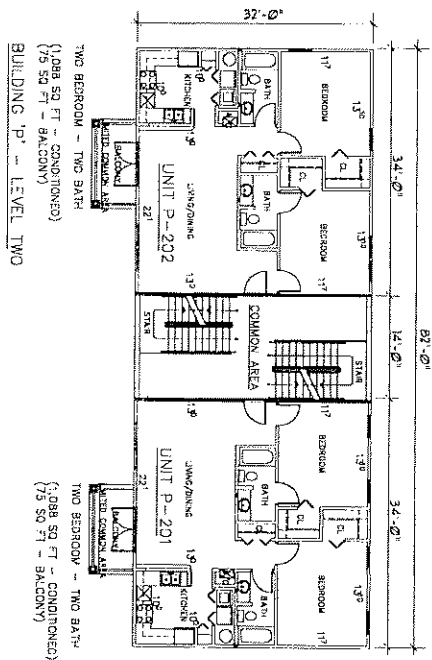
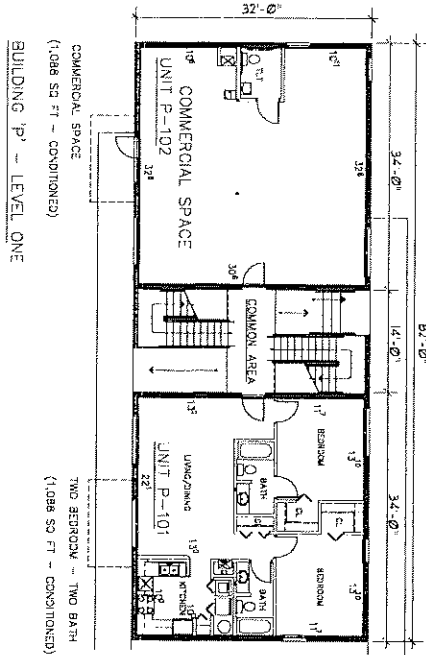
BUILDING 'C' - EXTERIOR ELEVATIONS

associated florida architects, inc.
1000 ne 2nd avenue • 332 375-3005 • 332 375-5397 fax
1000 ne 2nd avenue • 332 375-3005 • 332 375-5397 fax

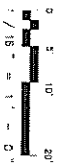


HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-13
BUILDING 'C'
EXTERIOR ELEVATIONS

INSTRUMENT # 2034260
98 PGS

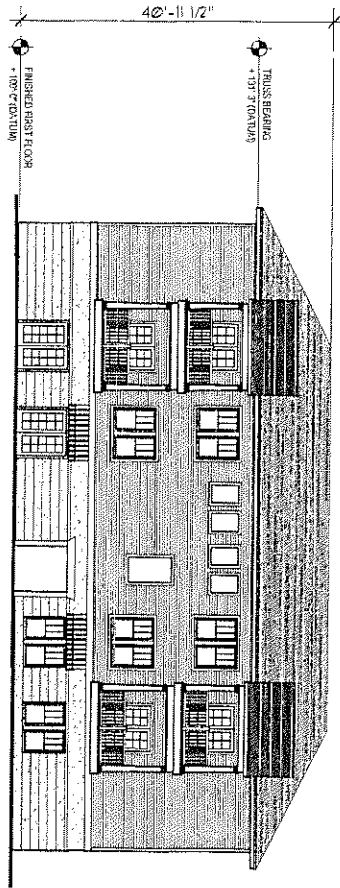


associated florida architects, inc.
florida registration AA-C001307
802 NW 23rd Avenue • Gainesville, Florida 32609-3534
352 376-3805 • 352 376-2523 • 352 375-5387 fax

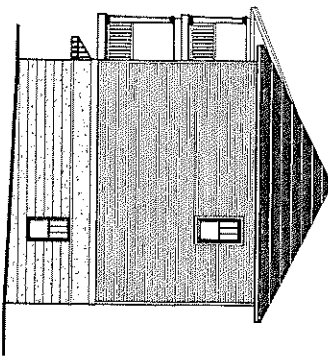


HAILE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-1.4
BUILDING 'P'
FLOOR PLANS AND UNIT DESIGNATIONS

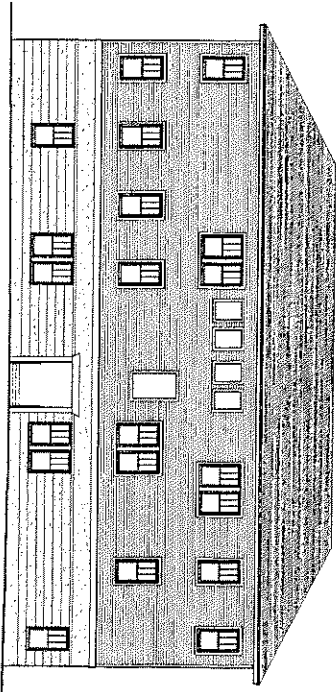
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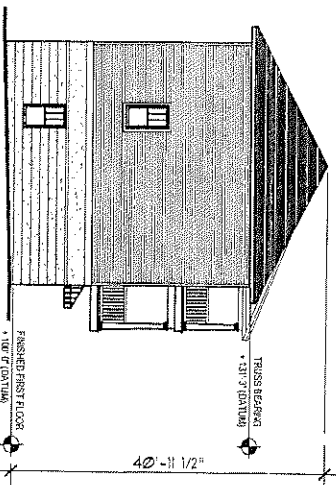
REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

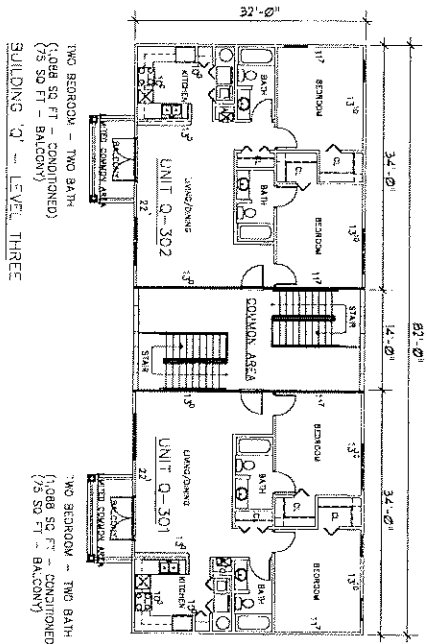
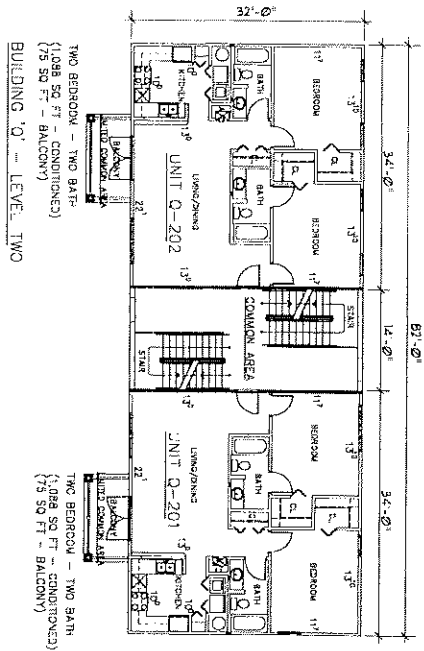
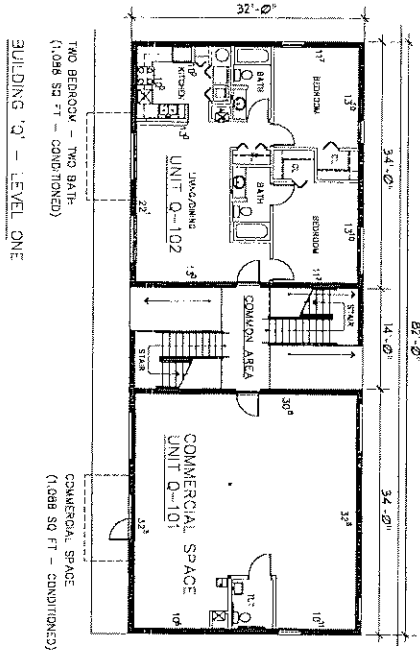
BUILDING P - EXTERIOR ELEVATIONS

associated florida architects, inc.
florida registration #A - C001997
602 New 23rd Avenue • Gainesville, Florida 32608-3534
352-375-5865 • 352-375-2523 • 352-375-5397 fax



HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-15
BUILDING P
EXTERIOR ELEVATIONS

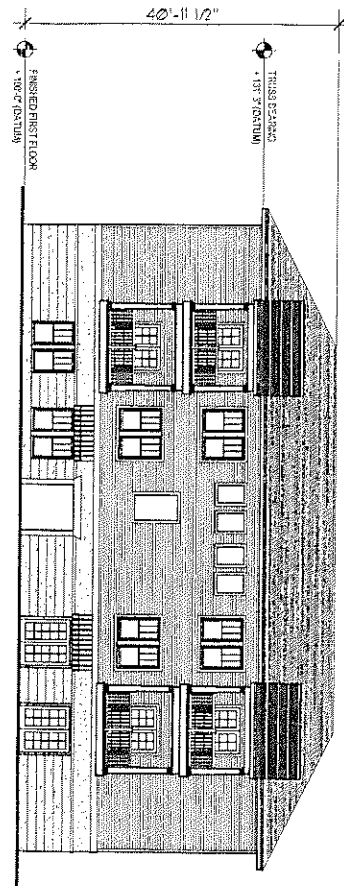
INSTRUMENT # 2034260
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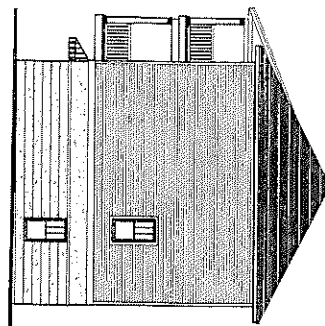
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fortis registration no. C001807
802 NW 23rd Avenue • Gainesville, Florida 32609-2534
352 375-3005 • 352 375-2023 • 352 375-5397 fax



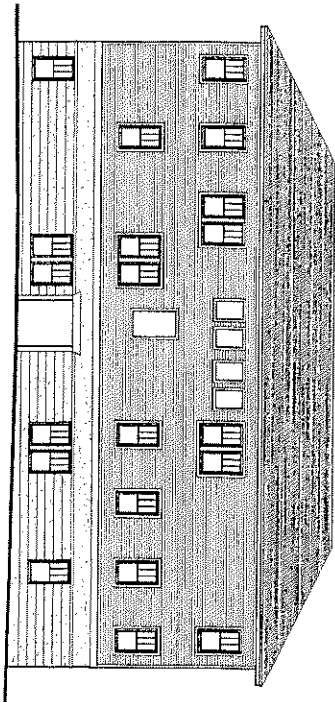
HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-16
BUILDING 'Q'
FLOOR PLANS AND UNIT DESIGNATIONS



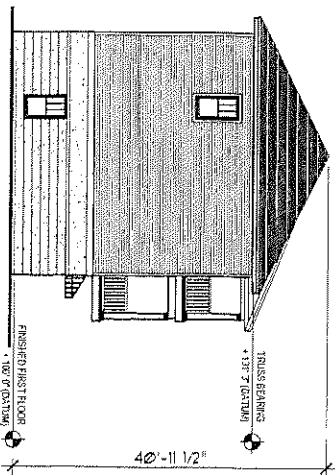
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



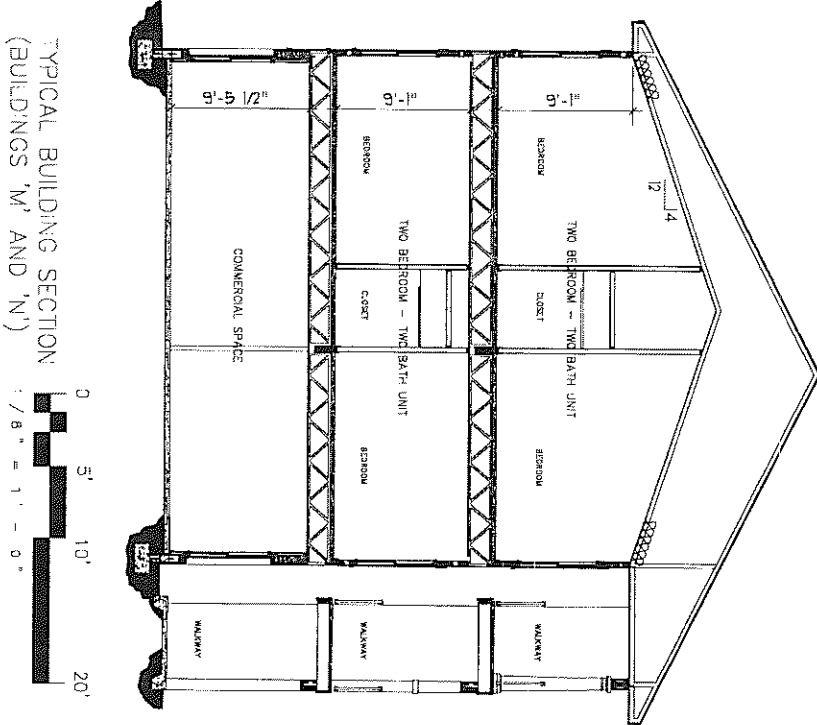
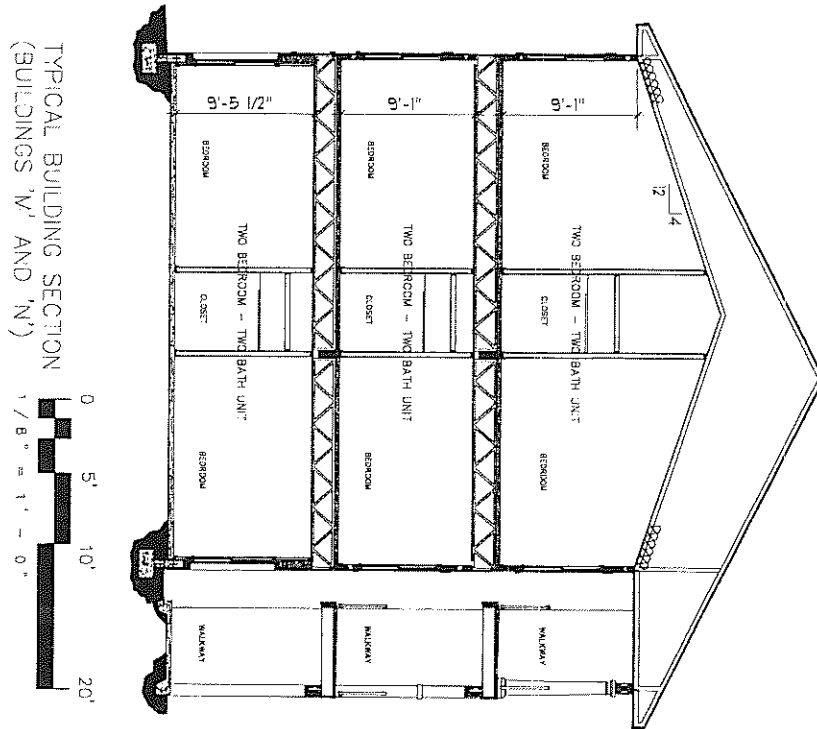
LEFT SIDE ELEVATION

BUILDING 'C' - EXTERIOR ELEVATIONS

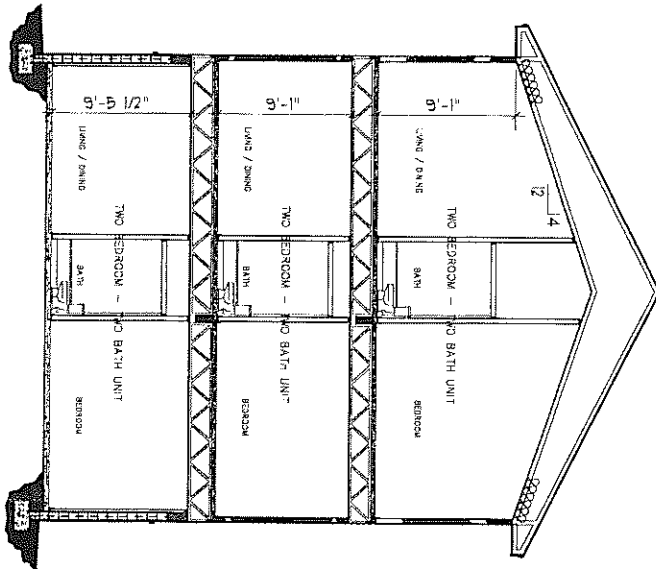
HALE VILLAGE CENTER CONDOMINIUM
EXHIBIT A-17
BUILDING 'C'
EXTERIOR ELEVATIONS

associated florida architects, inc.
florida registration AA - C001907
802 nw 23rd avenue • gainesville, florida 32609-3534
352 375-3005 • 352 375-2523 • 352 375-5397 fax

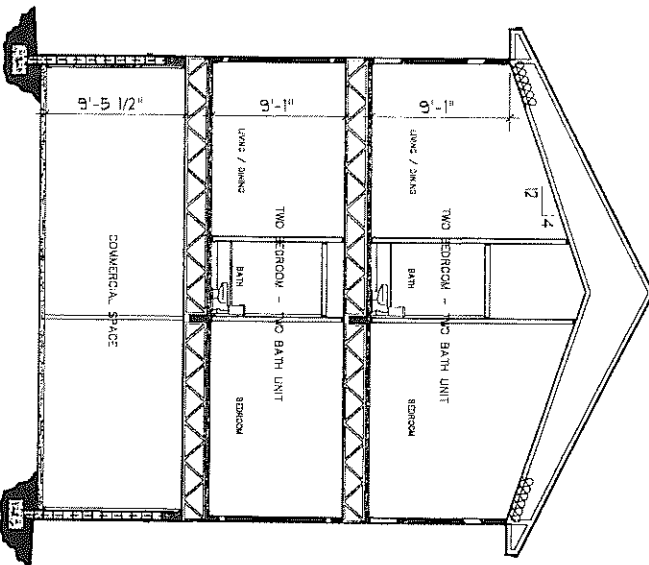




HALE VILLAGE CENTER CONDOMINIUM
BUILDINGS 'M' AND 'N'
EXHIBIT A-18
TYPICAL BUILDING SECTIONS



TYPICAL BUILDING SECTION
(BUILDINGS 'O', 'P' AND 'Q') : 1/8" = 1' - 0"



TYPICAL BUILDING SECTION
(BUILDINGS 'O', 'P' AND 'Q') : 1/8" = 1' - 0"

EXHIBIT 'B'



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HAILE VILLAGE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 12, 2004, as shown by the records of this office.

The document number of this corporation is N04000002587.

INSTRUMENT # 2034260

98 PGS

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twelfth day of March, 2004



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

INSTRUMENT # 2034260
98 PGS

FILED

2011 MAR 12 P 3:17

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
HAILE VILLAGE CENTER CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation**

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be HAILE VILLAGE CONDOMINIUM ASSOCIATION, INC. For convenience this corporation shall be referred to as the "Association".

ARTICLE II

Definitions and Purposes

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given such terms in the Declaration (as defined below).

2. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as Haile Village Center, a condominium, hereinafter referred to as the "condominium", in accordance with the Declaration of Condominium of Haile Village Center Condominium, a condominium (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

3. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III

Powers

1. The Association shall have all of the common law and statutory powers of corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- a. To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, manage, repair, replace and operate the Condominium Property.

d. To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

e. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.

f. To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.

g. Pursuant to the terms of the Declaration, to contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association. Notwithstanding any provisions contained in these Articles to the contrary, it is the intent of these Articles that the ability of the board of directors of the Association to independently terminate a contract for the management of the Condominium without a vote of the Owners as provided in Chapter 718 shall be governed solely by the terms and conditions of said management contract.

h. To serve as the association for condominiums other than the Condominium in the discretion of the board of directors, in which case the terms "Unit" and "Owners" as used in these Articles and the Bylaws shall refer to Units and Owners in any condominium operated by this Association.

3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

Members

The qualifications of members, the manner of their admission, and voting by members shall be as set forth in the Bylaws of the Association.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

3. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
Robert B. Kramer	5201 SW 91 st Drive, Suite A Gainesville, FL 32608
Jose E. Medina, Jr.	5201 SW 91 st Drive, Suite A Gainesville, FL 32608
C. David Coffey	5346 SW 91 st Terrace Gainesville, FL 32608

ARTICLE VI **Officers**

The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected by the board of directors at its first meeting following each annual meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the board of directors. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of president and vice president shall not be held by the same person, nor shall the offices of president and secretary or assistant secretary or treasurer or assistant treasurer be held by the same person. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	C. David Coffey 5346 SW 91 st Terrace Gainesville, FL 32608
Vice President:	Robert B. Kramer 5201 SW 91 st Drive, Suite A Gainesville, FL 32608
Secretary/ Treasurer:	Jose E. Medina, Jr. 5201 SW 91 st Drive, Suite A Gainesville, FL 32608

ARTICLE VII **Indemnification**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of

directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

Bylaws

The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded by not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Bylaws may be altered, amended or rescinded as provided therein.

ARTICLE IX

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of two-thirds (2/3) of the entire membership of the board of directors, and no meeting of the members nor any approval thereof need be had.
3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the directors and by not less than a majority vote of the members of the Association at a duly called meeting of the Association.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.
5. At any time prior to the first election of a majority of directors by members other than the Developer, these Articles of Incorporation may be amended by the Developer without the approval of the board of directors or the membership of the Association as may be required by any governmental entity or institutional lender, the FHA, VA or as may be necessary to conform these Articles to any governmental statutes.
6. Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration which sets forth additional voting and approval requirements with respect to certain types of amendments.

FILED

ARTICLE X
Term

2004 MAR 12 P 3:17

The term of the Association shall be the life of the Condominium. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI
Incorporator

The name and residence of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Melissa Jay Murphy	3940 N. W. 16 th Boulevard, Bldg B. Gainesville, FL 32605

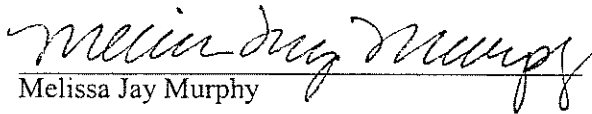
ARTICLE XII
Registered Agent

The association hereby appoints Melissa Jay Murphy, as its Registered Agent to accept service of process within this state, with the Registered Office located at 3940 N. W. 16th Boulevard, Bldg B, Gainesville, FL 32605.

ARTICLE XIII
Principal Office

The address of the principal office of the Association is 5201 SW 91st Drive, Suite A, Gainesville, FL 32608.

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this 11th day of March, 2004.


Melissa Jay Murphy

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of HAILE VILLAGE CENTER CONDOMINIUM ASSOCIATION, INC.


MELISSA JAY MURPHY

EXHIBIT "C"

**BYLAWS
OF
HAILE VILLAGE CENTER CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation**

I. IDENTITY

These are the Bylaws of Haile Village Center Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as the "Association" and under the Articles of Incorporation (the "Articles") which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Alachua County, Florida known as Haile Village Center Condominium, a Condominium (the "Condominium"), in accordance with the Declaration of Condominium for Haile Village Center Condominium, a Condominium (the "Declaration").

1. The office of the Association shall be at 5201 SW 91st Drive, Suite A, Gainesville, Florida 32608, or at such other place as may be designated by the board of directors from time to time.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.
4. The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Declaration , unless the context otherwise requires.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at such time, place and date as may be designated by the board of directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.
2. Special members' meetings shall be held whenever called by the president or vice-president or by majority of the board of directors and must be called by such officers upon receipt of a written request from twenty percent (20%) of the voting interests except as provided for in Article III below. Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held in Alachua County, Florida.
3. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called shall be mailed, delivered or electronically transmitted by the president or secretary, unless waived in writing. Such notice shall be sent in writing to each member at his address as it appears on the books of the Association and shall be sent to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the Condominium Property or Association Property, which location shall be duly adopted by rule by the board, upon notice to the Unit Owners, at least for fourteen (14) continuous days prior to said meeting; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement does not apply. Members may waive notice of specific meetings and may take action by written agreement without meetings. As provided in the Declaration, Mortgagees, as that term is defined in the Declaration, shall, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice shall contain a

EXHIBIT "C"

**BYLAWS
OF
HAILE VILLAGE CENTER CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation**

I. IDENTITY

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1. The office of the Association shall be at 5201 SW 91st Drive, Suite A, Gainesville, Florida 32608, or at such other place as may be designated by the board of directors from time to time.
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3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.
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2. Special members' meetings shall be held whenever called by the president or vice-president or by majority of the board of directors and must be called by such officers upon receipt of a written request from twenty percent (20%) of the voting interests except as provided for in Article III below. Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held in Alachua County, Florida.
3. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called shall be mailed, delivered or electronically transmitted by the president or secretary, unless waived in writing. Such notice shall be sent in writing to each member at his address as it appears on the books of the Association and shall be sent to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the Condominium Property or Association Property, which location shall be duly adopted by rule by the board, upon notice to the Unit Owners, at least for fourteen (14) continuous days prior to said meeting; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement does not apply. Members may waive notice of specific meetings and may take action by written agreement without meetings. As provided in the Declaration, Mortgagees, as that term is defined in the Declaration, shall, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice shall contain a

statement that assessments will be considered and shall specify the nature of any such assessment.

4. The presence in person or by proxy of members representing a majority of the total voting interests eligible to vote shall constitute a quorum, and decisions shall be made by the vote of a majority of the members at a meeting at which a quorum is present.

5. The total number of votes attributable to the Units is 66 and the number of votes attributable to each Unit is set forth below:

<u>Unit Designation</u>	<u>Number of Votes</u>
M101, M102, M201 M202, M301, M302	2 for each Unit
N101	4
N102	2
N201	1
N202	3
N203	2
N301	1
N302	3
N303	2
O101, O102, O201, O202, O301, O302	2 for each Unit
P101, P102, P201, P202, P301, P302	2 for each Unit
Q101, Q102, Q201, Q202, Q301, Q302	2 for each Unit

Votes for Units owned by more than one person or by a corporation or other entity shall be cast by the voting representative for the Unit as named in a voting certificate signed by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate shall be valid until revoked by a subsequent voting certificate.

6. Votes may be cast in person or by proxy in accordance with and as permitted by applicable law. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the secretary at or before the appointed time of the meeting. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

7. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person, corporation or other entity who would cast the vote of such member if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

- A. Ballots not yet cast shall be collected and validated.
- B. Call to order.
- C. Election of chairman of the meeting.
- D. Calling of the roll and certifying of proxies.
- E. Proof of notice of meeting or waiver of notice.
- F. Reading and disposal of any unapproved minutes.
- G. Report of officers.
- H. Report of committees.
- I. Election of directors.
- J. Unfinished business.
- K. New business.
- K. Adjournment.

10. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- A. Assessment of the Developer as the Owner of Units for capital improvements; and,
- B. Any action by the Association that would be detrimental to the sale of Units by the Developer.

III. DIRECTORS

1. The affairs of the Association shall be managed by a board of directors who shall be members of the Association, except that the first board of directors and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be members. The initial board of directors shall consist of three (3) directors, and thereafter the membership of the board shall consist of not less than three (3) nor more than seven (7) directors. Within these limits, the board of directors may from time to time increase or decrease the number of persons to serve on the board, except that the board shall always contain an odd number of members. Where units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the board of directors of the Association on behalf of the corporation.

2. Election of directors shall be conducted in the following manner:

- A. Pursuant to Florida Statutes Section 718.404(2), the owners of residential units shall be entitled to elect a majority of the directors.
- B. Members of the board of directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in elections to fill vacancies caused by recall,

resignation, or otherwise, unless specifically allowed by Chapter 718, Florida Statutes. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person may nominate himself or may nominate another unit owner or eligible person. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors must give written notice to the Association not less than 40 days before a scheduled election. Prior to the election, the Association shall pursuant to Florida Statutes mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with costs of mailing and copying to be borne by the Association. However, the Association shall have not liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the board of directors.

C. Vacancies on the board of directors may be filled by majority of the remaining directors, even though a quorum may not exist, subject to the provisions of Paragraph 2(C) of this Article. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed.

D. The directors named in the Articles of Incorporation shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. In the event there are no remaining directors then any such vacancies shall be filled by the Developer. Owners of Units other than the Developer will be entitled to elect members of the board of directors as follows:

(1) At such time as fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are owned by Owners other than the Developer, the Owners of Units other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the board of directors of the Association.

(2) Owners of Units other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association upon the earliest of:

(a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

(3) The Developer shall be entitled to elect not less than one (1) member of the board of directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association.

(4) As to the election of directors pursuant to Subparagraphs (1), (2) and (3) above, within seventy-five (75) days after Owners other than the Developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call and give not less than sixty (60) days notice of an election for the members of the board. The election shall proceed pursuant to Article III, Section 2, above.

(5) Nothing in this subparagraph shall be construed so as to preclude the Developer from relinquishing control of the board of directors at any time the Developer may so elect.

3. Members of the board of directors who are elected by Owners other than the Developer at the annual meeting of members shall serve for one (1) year until the next annual meeting of the members and thereafter, unless and until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected or at a time and place so announced at said meeting. Notice of the organizational meeting shall be given in the same manner as set forth in Article III, section 5 below.

5. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or electronic transmission at least three (3) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the board, including adjourned meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted in a conspicuous place on the Condominium Property for the benefit of members at least forty-eight (48) continuous hours in advance of such meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be by notice and ratified at the next regular meeting of the board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Upon notice to the Unit Owners, the board shall duly adopt a rule designating a specific location on the Condominium Property or Association Property upon which all notices of board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of board meetings shall be mailed, delivered or electronically transmitted at least 14 days before the meeting to the Owner of each Unit. All meetings of the board of directors shall be open to all Unit Owners, who shall have the right to speak with reference to all designated agenda items subject to reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

6. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting.

7. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present shall constitute the acts of the board of directors except as specifically otherwise provided in the Declaration. If at any meeting of the board of directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

9. The presiding officer at board of directors' meetings shall be the president of the Association. In the absence of the president the vice-president shall preside.

10. Directors' fees, if any, shall be determined by the members of the Association, and no director shall receive a fee prior to the election of a majority of the members of the board of directors by Owners other than the Developer.

11. Owner directors may be removed from the board of directors pursuant to Section 718.112(2) (j), Florida Statutes.

12. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal, the Developer shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law, statutes, the Articles and the Condominium Documents. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include but not be limited to the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.

4. To reconstruct improvements after casualty and to construct further improvements to the Condominium property.

5. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.

6. To enforce by legal means the provisions of the Condominium Documents, the Articles, these Bylaws, and the Condominium Rules and Regulations.

7. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents or applicable law to have approval of the board of directors or members of the Association. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the ability of the board of directors of the Association to independently terminate a contract for the management of the Condominium without a vote of the Owners as provided in Chapter 718 shall be governed solely by the terms and conditions of said management contract.

8. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to Owners of individual Units.

9. To employ personnel for reasonable compensation to perform the services

required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.

10. To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.

11. To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners of Units, a copy of which shall be provided to the Division of Florida Land Sales, Condominiums and Mobile Homes upon request.

V. OFFICERS

1. The executive officers of the corporation shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be directors who shall be elected annually by the board of directors at any meeting. Any person may hold two or more offices except that the president shall not also be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board determines necessary to manage the affairs of the Association.

2. The president shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The vice-president shall in the absence of or disability of the president exercise the powers and duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The secretary shall keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall have custody of all property of the Association, including financial records, funds, securities and evidences of the indebtedness. He shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. He shall perform all other duties incident to the office of secretary of an Association and as may be required by the directors or the president.

5. The compensation of all employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director or officer as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and the Articles shall be supplemented by the following provisions:

1. Assessments.

A. The board of directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include the expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of

the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended overage, and any other expenses designated as Common Expenses from time to time by the board of directors of the Association, or under the provisions of the Declaration. The board of directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the members in the proportions of percentages of sharing Common Expenses, as provided in the Declaration. Assessments for Units shall become due as determined by the board of directors from time to time, and shall be considered delinquent if payment has not been received on or before the fifteenth day after the due date, unless otherwise ordered by the board of directors. Special assessments, should such be required by the board of directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the board of directors. If a member shall be in default in the payment of any assessment due on his Unit, the Association shall have all collection rights available to it under Chapters 718, Florida Statutes and the Declaration. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Owners.

B. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments shall be made against members in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the directors as to the frequency of assessments, assessments shall be due and payable monthly. The personal liability of a member for assessments shall survive the termination of such member's membership in the Association.

C. Any member shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

D. Notice of any meeting, whether a meeting of the board of directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2. Budget.

A. The board of directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement and building painting. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. These reserve accounts may be waived annually, or less adequate reserves established by a majority of the total voting interests voting in person or by limited proxy at a duly called meeting of the Association. The budget shall include but not be limited to the following items:

- (a) Common Expense Budget
 - i. Administration of the Association.

- ii. Management fees.
- iii. Maintenance.
- iv. Rent for recreational and other commonly used facilities (if applicable).
- v. Taxes upon Association property.
- vi. Taxes upon leased areas (if applicable).
- vii. Insurance.
- viii. Security provisions.
- ix. Operating capital.
- x. Reserves.
- xi. Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes.
- xii. Other expenses.

(b) Proposes assessments against each member, together with an annual total assessments.

B. Copies of the proposed budget and proposed assessments shall be hand delivered, mailed or electronically transmitted to each member at least fourteen (14) days prior to the board meeting at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. The meeting shall be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member.

If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of the assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver or mail a notice of the meeting. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the board of directors, the board of directors shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar years assessment without approval of a majority of all voting interests of the Association.

5. The depository of the Association shall be such bank or other institution permitted by applicable law, as shall be designated from time to time by the board of directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are

authorized by the board of directors.

6. Within sixty (60) days following the end of the Association's fiscal year, the board of directors shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall also be furnished to any Mortgagee upon written request. Upon request from any Mortgagee, FHA, VA, FNMA or FHLMC, The Association shall have prepared and furnish within a reasonable time, an audited financial statement for the preceding fiscal year. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- A. Cost for security.
- B. Professional and management fees and expenses.
- C. Taxes.
- D. Cost for recreational facilities.
- E. Expenses for refuse collection and utility services.
- F. Expenses for lawn care.
- G. Cost for building maintenance and repair.
- H. Insurance costs.
- I. Administrative and salary expenses.
- J. General reserves, maintenance reserves and depreciation reserves.

In lieu of sending the financial report to the owners as set forth above, the board of directors shall be permitted to send a complete set of financial statements to the owners within ninety (90) days following the end of the previous fiscal year as permitted under Section 718.111(13), Florida Statutes.

7. The board of directors shall obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, as defined in Section 718.111(11)(d) Florida Statutes and as provided in the Declaration. The amount of such bonds shall be determined in accordance with Section 718.111(11)(d) Florida Statutes and the Declaration. The premiums on such bonds shall be paid by the Association as a common expense.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles and Bylaws or with the statutes of the state of Florida.

VIII. AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

- 1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 2. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed

amendment must receive approval of not less than two-thirds (2/3rds) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Bylaws may be amended by not less than two-thirds (2/3rds) of all the directors and by not less than a majority vote of the members of the Association at a duly called meeting of the Association. Notwithstanding any provision herein to the contrary, should Florida Statutes require Owner approval of an amendment, said statute will prevail.

3. An amendment when adopted shall become effective only after being recorded in the Public Records of Alachua County, Florida.

4. At any time prior to the first election of a majority of directors by Owners other than the developer, these Bylaws may be amended by the Developer, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

5. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.

X. MANDATORY NON-BINDING ARBITRATION

Internal disputes arising from the operation of the Condominium among the Developer, the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration pursuant to Florida law.

XI. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the condominium units with the applicable fire and life safety code.

XII. LIMITED POWER TO CONVEY COMMON ELEMENTS

As provided in Section 718.112(2)(m), Florida Statutes, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

XIII. MISCELLANEOUS

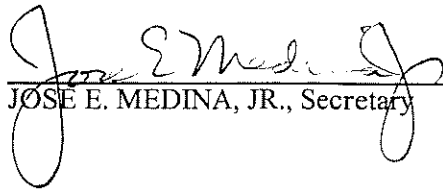
1. The Association shall make available to Unit Owners and Mortgagees for inspection during normal business hours current copies of the Declaration, these Bylaws, the Association Articles of Incorporation, the Condominium Rules and Regulations and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers of Units current copies of the above-listed documents as well as the most recent annual audited financial statement, if such is prepared.

2. Mortgagees shall be afforded all those notice rights more fully set forth in the Declaration. Such notices shall be provided at Association cost.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the sole Directors dated _____, 2004, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this _____ day of _____, 2004.



JOSE E. MEDINA, JR., Secretary

HAILE VILLAGE CENTER CONDOMINIUM
RULES AND REGULATIONS
AS OF DECEMBER 1, 2003

NOISE: Owners and occupants of units shall exercise extreme care to regulate the use and occupancy of their units and to minimize noise in the use of musical instruments, radios, television sets, amplifiers or other loudspeaker devices in said units so as not to disturb the other persons occupying units within the condominium property. None of these devices shall be operated between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the condominium property.

PET CONTROL: Unit owners shall keep any dog, cat, or other similar pet on a leash at all times that the pet is outside the Unit. Owners agree not to leave any pet tied outside of the Unit in any common area, such as walkways, stairways, porches, balconies, etc. Owners will not allow any pet to interfere with any other Owner or their guest's use and enjoyment of the premises.

BALCONY/PORCHES: Only patio style furniture and plants will be allowed on porches or balconies. These items will not be allowed in areas such as front porches, walkways, stairwells or any other public access areas.

TOWELS, ETC.: Clotheslines, hanging or placement of rugs, towels, mops, coolers, articles of clothing, rubbish, paper boxes, etc. on or over balcony rails, window sills, or passageways are not allowed.

COMPLIANCE: Each unit owner, tenant and guest of the unit owner shall comply with and abide by all the above Rules and Regulation and also those rules and regulations as may hereafter be adopted from time to time by the Board of Directors. Notwithstanding any of the above Rules and Regulations, the Board of Directors has the authority, under special circumstances, and in its sole discretion, to grant exceptions to these Rules and Regulations, provided such are approved in writing by a majority of the Board of Directors. Additionally, the Board of Directors reserve the right to change or revoke the existing rules and make such additional rules and regulation from time to time, as in their discretion shall be deemed necessary or desirable for the safety and protection of the buildings or their occupants.

POSTING OF MEETING NOTICES: All meeting notices will be posted at the office of the Management Company at 5330 SW 91st Terrace, Gainesville, FL 32608.