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INSTRUMENT # 2552138 4 PGSJan 22, 2010 11:18 AM
BOOK 3932 PAGE 994J. K. IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK10 Receipt # 432192**AGREEMENT AND COVENANT TO RUN WITH THE LAND**

THIS AGREEMENT AND COVENANT, made and entered into this 16th day of December, 2009, by and between **THE VILLAGE AT HAILE CONDOMINIUM ASSOCIATION, INC.**, hereinafter called "Association", and **OLIVE YOU EAT WELL, INC.**, hereinafter called "Owner", being record titleholder of:

Unit No. 32-101 of The Village at Haile, a Condominium (the "Condominium"), according to the Declaration of Condominium ("Declaration") thereof, as originally recorded in Official Records Book 3392 at Page 748 of the Public Records of Alachua County, Florida, and as amended (hereinafter the "Unit"); and

WHEREAS, Association is a Condominium Association pursuant to Chapter 718, Florida Statutes, and is the entity responsible for the operation and administration of the Condominium; and

WHEREAS, Owner has requested the permission of Association to cover the patio on the south side of the above-referenced unit with a semi-permanent roofing structure, pursuant to the specifications in Exhibit "A" attached hereto (hereinafter the "Improvement");

WHEREAS, Owner acknowledges that the Improvement will be constructed on the Common Elements, and will affect portions of the condominium to be maintained by the Association, specifically, the exterior walls of the condominium; and

WHEREAS, 7.1(b)(1) of the Declaration of Condominium prohibits unit owners from painting "or otherwise . . . chang[ing] the appearance of any portion of the Condominium Property without the prior writtten approval of the Association;" and

WHEREAS, The Haile Village Center Association (the "Master Association") has given its approval for the Improvement; and

WHEREAS, the Association's approval is contingent upon Owner's execution and delivery to Association of this instrument.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1) The foregoing recitals are true and correct, including the receipt of the consideration.
- 2) Owner agrees to be responsible for all costs and expenses incurred in the preparation of plans and specifications for the Improvement, installation and construction of the Improvement and all future maintenance, repair, replacement and insurance of the Improvement. The installation of the Improvement must be in accordance with the plans and specifications for installation as set out in Exhibit "A."
- 3) Owner assumes all responsibility for procuring all necessary building or zoning permits, variances for adherence to any and all other procedures as outlined for the installation, construction and maintenance of the Improvement by all City, County, State or other governmental entities, including compliance, if required, with the Florida Building Code and Alachua amendments thereto.
- 4) If the Improvement is not installed in accordance with the terms of this Agreement, or Owner fails to maintain the Improvement as required herein and in the manner approved by the Association, after written notice from Association, Association shall have the right, but not the obligation, to perform, or have performed the required installation, construction, maintenance or insurance, and

Owner will be responsible for all costs and expenses thus incurred and shall be enforceable as provided in paragraph 9 hereof.

5) Owner agrees to install, construct and maintain the Improvement in a first-class manner and in compliance with all Rules and Regulations in effect at the time of installation. All such work shall be performed by licensed and insured contractors, maintaining worker's compensation insurance in an amount not less than statutorily required and liability insurance of not less than \$1,000,000.00 per occurrence for bodily injury and/or property damage. No Contractor shall be allowed entry to the Condominium property unless written proof of such insurance and proof of any required permits is provided to the Association. Such insurance must remain in effect throughout the construction and installation of the Improvement.

6) The Improvement undertaken by Owner shall be done so as to minimize inconvenience to other owners. Work may only be conducted from Monday through Friday during the hours of 9:00 A.M. to 5:00 P.M. Owner and his/her/their agents, contractors or employees shall comply with all rules and regulations imposed by Association. All construction debris shall be removed from the building at Owner's sole expense. Arrangements shall be made for prompt disposal of such debris separate and apart from the waste disposal receptacles maintained by Association.

7) Owner agrees to indemnify, defend and hold harmless Association and the individual officers, directors and members of Association from any claims, actions, costs or expenses whatsoever, including but not limited to reasonable attorney's fees and costs (whether said costs and fees are trial or appellate), arising out of or because of the construction, installation and maintenance of the Improvement and/or this Agreement, including, but not limited to, claims based upon the negligence of the Association or the Board members, officers or employees of the Association. The Indemnification provided herein shall specifically survive termination or expiration of this Agreement.

8) Owner agrees to be responsible for any damage to the Condominium property, including other units, Common Elements, and limited common elements, which is caused as a result of the construction, installation, use, removal, maintenance, repair or replacement of the Improvement. If Owner fails to repair or restore such damage upon written demand, Association may do so and assess the costs and expenses incurred against Owner, which shall be enforceable as provided in paragraph 9 hereof. Owner shall maintain adequate public liability insurance and casualty/property insurance to cover any damage to property or personal injury resulting from the construction, installation, maintenance, replacement, removal, use, or existence of Improvement on the Condominium property. The Owner also agrees by executing this Agreement that he or she shall be liable and responsible for the actions of his/her contractors and sub-contractors. Any damages or expenses incurred by the Association as a result of the Improvement shall be Owner's liability and shall be an assessment enforceable as provided in paragraph 9 hereof. When the Improvement is completed, the unit owner shall notify the Association in writing. The Association may engage professional engineers or other professionals, as the Board deems necessary, to inspect and insure the Improvement will not have an adverse effect or impact on the structural, mechanical, plumbing, or electrical components of the condominium property. Owner agrees to bear all costs and fees incurred by Association in retaining such engineers or other professionals, which costs and fees shall be secured by lien in accordance with Paragraph 9. Owner agrees to comply with the recommendations and/or specifications of such engineers or other professionals within thirty (30) days following completion of the installation of the Improvement, time being of the essence.

9) Owner agrees that, as security for the payment to Association of any damages, costs or expenses owed by Owner to Association pursuant to this Agreement, Association shall have a lien on Owner's Unit for said damages, costs or expenses which are to be considered an assessment against Owner's Unit, together with interest at the maximum rate allowed by law and reasonable attorney's fees and costs (whether said costs and fees are trial or appellate) incurred by Association incidental to the collection of costs or expenses owed Owner to Association. The lien rights herein established shall be subordinate to any first mortgage of record on the Units, but shall otherwise relate back to and be effective from the date of recordation hereof. Association's lien may be foreclosed in the same manner as a mortgage.

10) The provisions of this Agreement shall constitute covenants running with the land and shall be at all times binding upon the parties hereto and their respective grantees, heirs and assigns, and shall be a condition implied in any conveyance or other instrument affecting title of the aforesaid Unit. This Agreement shall be referenced, including all pertinent recording information, in all documents transferring title to the Unit, provided, however, that the absence of such a reference shall not affect the continuing validity and enforceability of this Agreement. Association is hereby authorized by Owner and all successors, assigns and grantees, to take such steps as are necessary to re-publish this Agreement for the purposes of the Marketable Record Title Act and shall act as the agent-in-fact or attorney-in-fact for Owner and all subsequent owners, successors, assigns or grantees for the purpose of executing such documents as may be necessary to re-publish this Agreement for Marketable Record Title Act purposes.

11) Owner will be responsible for reasonable attorney's fees and costs incurred by Association in enforcing any provisions of this Agreement or otherwise related to any dispute related to this Agreement, including, but not limited to fees and costs incurred in any appeals. Venue for any action, litigation, or proceeding arising out of or concerning this Agreement or the Improvement shall be in Alachua County, Florida, to the exclusion of all other venues.

12) Association's rights of review and approval of plans and other submissions under the Declaration and pursuant to this Agreement are intended solely for the benefit of Association. Neither Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans pursuant to this Agreement, by the submission of same, and any Owner by acquiring title to the Unit which is the subject of this Agreement, agrees not to seek damages from Association arising out of Association's review or approval of any plans hereunder. Without limiting the generality of the foregoing, Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including successors and assigns) agrees to indemnify and hold Association parties harmless from and against any and all costs, claims, damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys fees and costs at all trial and appellate levels), arising out of any review or approval of plans by Association hereunder. Owner acknowledges receipt of Ten Dollars (\$10.00) as sufficient consideration for the indemnities provided in this Paragraph 10, which consideration is incorporated by reference in the specifications for the Improvements.

13) No modifications hereto or any termination hereof shall be valid unless in writing signed by the parties hereto.

14) Time shall be of the essence in this Agreement.

15) In no manner shall the Improvement be deemed to change or alter the boundaries of the Unit.

16) In the event this Agreement and/or the Improvement are determined by any court or governmental agency to be invalid, prohibited, in violation of the Declaration, or contrary to law, then this Agreement shall be deemed automatically terminated and Owner shall, within thirty (30) days subsequent to the rendition of the judgment or order, restore the Common Elements back to their condition prior to installation of the Improvement at the Owner's sole cost and expense.

17) The approval issued by Association pursuant to this Agreement is in no way to be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the Improvement or any portion thereof. Owner acknowledges and agrees

that Owner has not relied upon any promise or representation of the Association or this Agreement in purchasing, installing, constructing, maintaining, replacing, re moving, or using the Improvement.

IN WITNESS WHEREOF, Owner and Association have caused this Agreement to be executed and signed the day and year first set forth above.

WITNESSES:

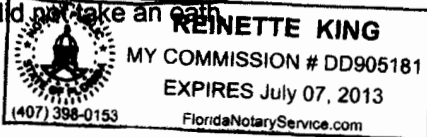
Patricia C. Jones

OWNER(S)

Monica Albert

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2009 by MONICA ALBERT, who is/are personally known to me or has/have produced N/A as identification and who did/did not take an oath.



Reinette King (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:

REINETTE KING
PRINT OR TYPE NOTARY SIGNATURE

WITNESSES:

Patricia C. Jones

THE VILLAGE AT HAILE CONDOMINIUM
ASSOCIATION, INC.

BY:

[Signature]
President

ATTEST:

Richard Ayres
Secretary

(SEAL)

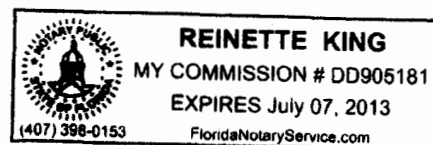
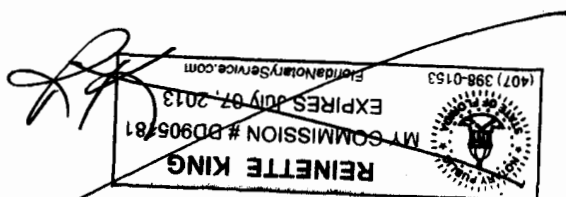
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16 day of DECEMBER, 2009, by GAIL KATHN, the President, and RICHARD DUKES, the Secretary, of The Village at Haile Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and who did/did not take an oath.

My Commission Expires:

Reinette King (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

REINETTE KING
PRINT OR TYPE NOTARY SIGNATURE



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2006 NOV 29 03:56 PM BK 3504 PG 1464
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#309406



DO NOT WRITE ABOVE THIS LINE RESERVED FOR RECORDING USE ONLY

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE VILLAGE AT HAILE, A CONDOMINIUM**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE VILLAGE AT HAILE, A CONDOMINIUM, made this 18th day of October, 2006, by HVC Partners, LLC, a Florida limited liability company, whose post office address is 9116 SW 51 Rd, Suite 103, Gainesville, FL 32608, ("the **Declarant**"),

WITNESSETH:

WHEREAS, Declarant made and entered into the Declaration of Condominium of The Village at Haile, a Condominium, (the "**Declaration**") said Declaration being recorded on June 9, 2006, in Official Records Book 3392, page 748 et. seq. of the Public Records of Alachua County, Florida;

WHEREAS, Declarant is the Developer of the Property and wishes to amend the Declaration to correct a scrivener's error contained in the architectural Exhibit A-3 of the Declaration; and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Article XV of the Declaration.

NOW THEREFORE, the Declaration is hereby amended by Declarant as follows:

1. Exhibit "A-3" Building "J" Floor Plans and Unit Designations as set forth in the Declaration and as originally recorded in Condominium Book 7, page 65 of the Public Records of Alachua County, Florida is here by amended and replaced with the revised Exhibit A-3 Building "J" Floor Plans and Unit Designations attached hereto and incorporated herein by reference.
2. The revised exhibit is recorded in Condominium Book 7, page 65A of the Public Records of Alachua County, Florida.

IN WITNESS, WHEREOF, Declarant has caused these presents to be executed in its name, this day and year first above written.

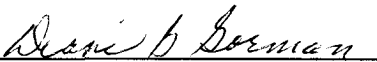
Signed, sealed and delivered
in the presence of:

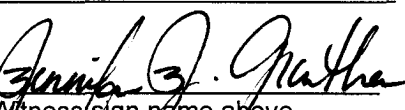
HVC Partners, LLC,
a Florida limited liability company

By: Colson Park Capital, Inc., a North Carolina corporation
Its Managing Member

By: 

Michael Deree, Vice-President


Witness sign name above
Witness print name below
Diane G. Gorman

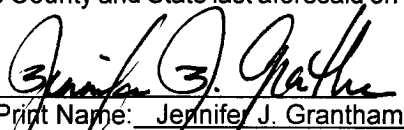

Witness sign name above
Witness print name below
Jennifer J. Grantham

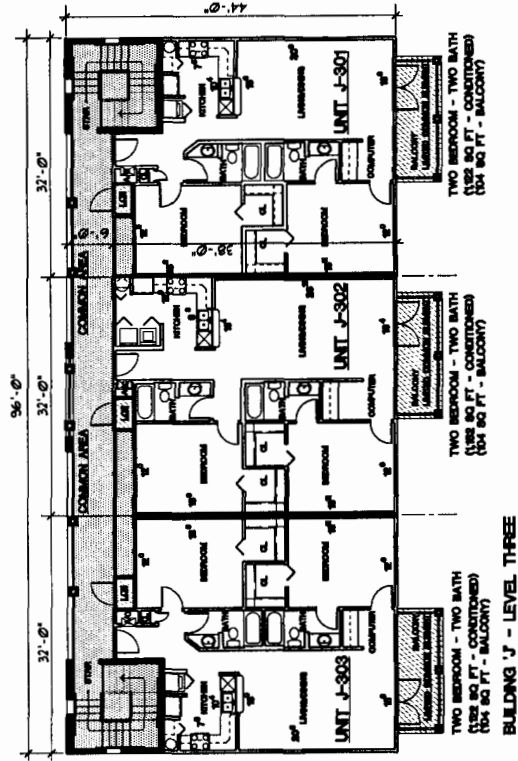
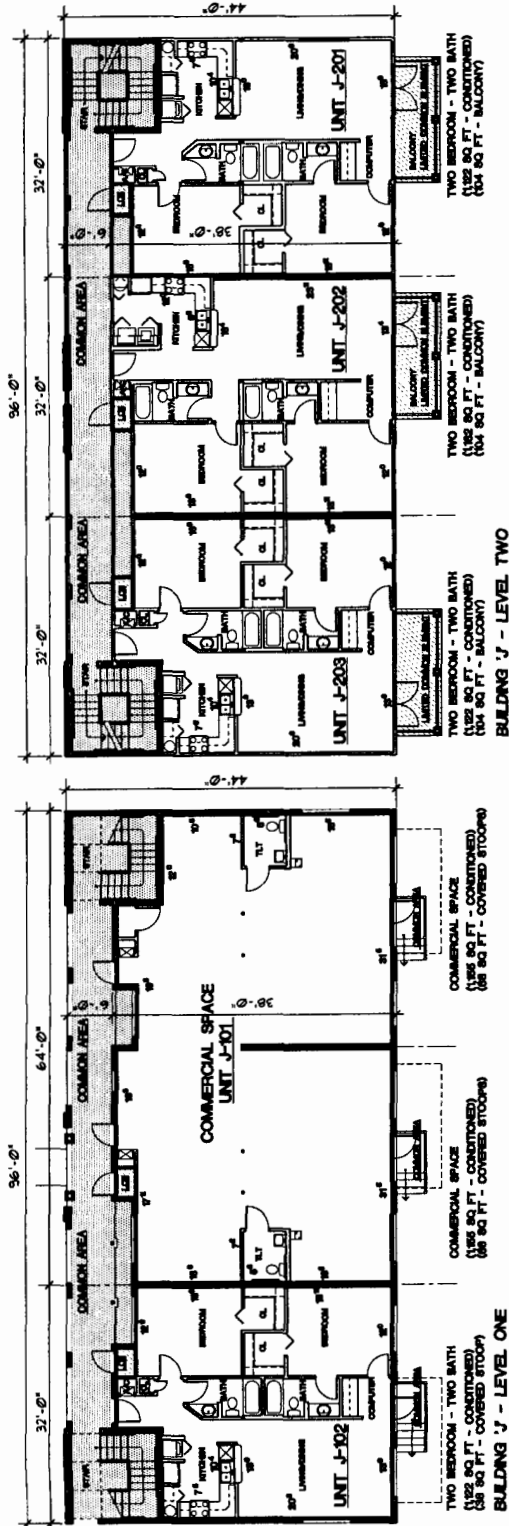
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Deree, Vice-President of Colson Park Capital, Inc., a North Carolina corporation, managing member of HVC Partners, LLC, a Florida limited liability company, on behalf of said limited liability company. He acknowledged executing the foregoing Amendment on behalf of said limited liability company, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 18th day of October, 2006.

(SEAL) NOTARY PUBLIC-STATE OF FLORIDA
 Jennifer J. Grantham
Commission # DD587509
Expires: OCT. 03, 2010
BONDED THRU ATLANTIC BONDING CO., INC.


Print Name: Jennifer J. Grantham
Notary Public, State of Florida
My Commission Expires:
Serial Number, if any:



COMMON AREA
LCE - LIMITED COMMON ELEMENT

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3
BUILDING J
FLOOR PLANS AND UNIT DESIGNATIONS



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

INSTRUMENT # 2294857
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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2247090 2 PGS
2006 JUN 09 04:42 PM BK 3392 PG 921
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#287336
Doc Stamp-Deed: 0.70

This Instrument Prepared By:
Denise Lowry Hutson, Esq.
Salter, Feiber, Murphy,
Hutson & Menet, PA
P.O. Box 357399
Gainesville, Florida 32635-7399



2247090

EASEMENT FOR ENCROACHMENT

THIS EASEMENT is made this 9th day of June, 2006, by and between **Haile Village Center Owners Association, Inc.**, a Florida not for profit corporation, whose mailing address is 5341 SW 91st Terrace, Gainesville, Florida 32608, Grantor, and **The Village at Haile Condominium Association, Inc.**, a Florida not for profit corporation, whose address is 9116 SW 51st Road, Suite 103, Gainesville, FL 32608, Grantee.

Recitals

1. Grantor is the fee simple owner of that certain real property in Alachua County, Florida being more particularly described as follows:

The Common Property as described in the Haile Village Center Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1896, page 1326 of the Public Records of Alachua County, Florida, as amended from time to time, (the "HVC Common Property").
2. The HVC Common Property owned by Grantor comprises all parking areas and most walkways within the development known as Haile Village Center.
3. Grantee is fee simple owner of that certain real property more particularly described in that certain Declaration of Condominium for The Village at Haile recorded at Official Records Book 3392, page 748 of the public records of Alachua County, Florida, (the "Condominium Property")
4. Certain of the Condominium improvements as originally constructed by the Developer of Haile Village Center extend over or encroach upon portions of the HVC Common Property owned by Grantor, (the "Encroachments").
5. Grantor and Grantee wish to provide for an easement for the Encroachments as contemplated by Article IV, Section 6 of the Village Center Declaration described above.

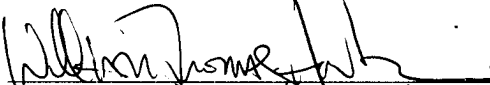
NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, to Grantor in hand paid, the receipt whereof Grantor hereby acknowledges, Grantor and Grantee agree as follows:

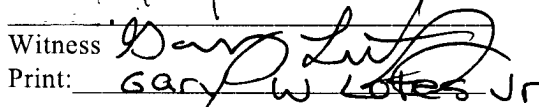
6. Recitals. The foregoing recitals are true and accurate and are incorporated herein by this reference.

7. Grant of easement for Encroachment. Grantor grants to Grantee a perpetual easement over, across and upon the HVC Common Property for the Encroachments more particularly depicted on Exhibit "A" to the Declaration of Condominium for The Village at Haile.
8. Maintenance of the Encroachments. Grantor further grants to Grantee an easement over, across, and upon the HVC Common Area for maintaining the improvements within the Encroachment.
9. Benefit/Effect. The easement granted herein are incorporeal and are easements appurtenant to and shall run with the land in favor of Grantee and Grantee's heirs, successors and assigns, and they shall bind Grantor and Grantor's successors and assigns. The easements are perpetual and will inure to the benefit of all present and future owners of the Grantee unless and until terminated by mutual agreement by the then owners of the fee simple of both the HVC Common Area and the Condominium Property by an instrument in writing and recorded in the Official Records of Alachua County, Florida.

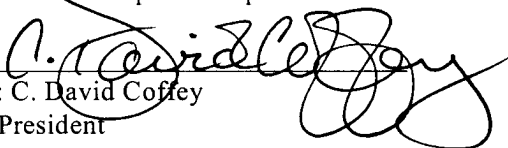
DATED June 9, 2006.

Sign, sealed and delivered
in the presence of:


Witness William Thomas Hawkins
Print: 6/9/2006


Witness Gary W. Lutes Jr.
Print: GARY W LUTES JR

Haile Village Center Owners Association, Inc.
a Florida not for profit corporation

By: 
Print: C. David Coffey
Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of June, 2006 by, C. David Coffey, President of Haile Village Center Owners Association, Inc. a Florida not for profit corporation, on behalf of said corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification.

Notary Public - State of Florida

My Commission Expires: February 26, 2007

Sign: Linda F. Johnson
Print: Linda F. Johnson

F:\Adenise\CONDOMINIUMS\Village Center\Easement encroachment.wpd



Linda F. Johnson
MY COMMISSION # DD188674 EXPIRES
February 26, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

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

**DECLARATION OF CONDOMINIUM
OF
THE VILLAGE AT HAILE, A CONDOMINIUM**

ARTICLE I



PREAMBLE, NAME AND LEGAL DESCRIPTION

The undersigned, HVC Partners, LLC, a Florida limited liability company, whose address is 9116 SW 51st Road, Suite 103, 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 THE VILLAGE AT HAILE, A 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 The Village at Haile Condominium Association, Inc., 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.

g. The cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract.

h. The cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any.

i. If applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems.

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 The Village at Haile, a 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.

2.15. Declaration shall mean this Declaration of Condominium of The Village at Haile, a Condominium, as it may lawfully be amended from time to time, pursuant to the provisions hereof.

2.16. Developer shall mean HVC Partners, LLC, a Florida limited liability company, its successors and assigns. No party other than HVC Partners, LLC, 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 HVC Partners, LLC, 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. Management Company shall mean an entity engaged to manage the Condominium pursuant to the Management Contract, its successors or assigns.

2.19. Management Contract shall mean the agreement between the Association and any Management Company which provides for the ongoing management of the Condominium.

2.20. 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.

2.21. 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 and specifically includes to the extent that any of the same hold a first mortgage encumbering any Unit.

2.22. Owner means a record owner of legal title to a Condominium Parcel.

INSTRUMENT # 2247089

173 PGS

2.23. 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.

2.24. 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

EXHIBITS

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

3.1. 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 XX below, 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 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 Buildings
Exhibit A-3	Floor plans and Unit Designations for the Buildings Elevation for the Buildings Typical Building Section for the Building
Exhibit A-4	Surveys

Copies of the survey are also recorded in Condominium Book _____, pages _____, of the Public Records of Alachua County, Florida.

- 3.2. Exhibit "B". The Articles of Incorporation of the Association.
- 3.3. Exhibit "C". The Bylaws of the Association.
- 3.4. Exhibit "D". Percentage Interest in Common Elements

ARTICLE IV

EASEMENTS

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

4.1. 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. Specific utility easements that exist on the Condominium Property, if any, are set forth in Exhibit "A" attached hereto.

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.

4.2. 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.

4.3. 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.

4.4. Other Easements. Other easements, if any, may have been granted over the Condominium Property as set forth in the survey contained in Exhibit "A" attached hereto.

ARTICLE V

UNITS AND COMMON ELEMENTS

5.1. Units. The term "Units" as used herein shall mean and comprise the separate residential dwellings and commercial units in the Condominium which are located and individually described in Exhibit "A" hereto excluding, however:

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a. all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the lowest horizontal plane of the upper structural elements of each Unit;

b. all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and

c. all porches (screened or unscreened), patios, terraces and balcony areas and other fixtures and equipment, if any attached, affixed or contiguous to the exterior of and serving a Unit.

The term "Units shall include the following:

d. all heating and circulating equipment and associated ducts, wiring, thermostats, conduits and related fixtures that exclusively serve a Unit shall be considered to be a part of such Unit.

e. all glass and other transparent and/or translucent material, insect screens and screening in windows and doors and the material covering other openings in the exterior walls of Units, which shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

5.2 Common Elements. The term "Common Elements" as used herein shall mean and comprise all of the real property and improvements of the Condominium except the Units including, without limitation:

a. Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Unit and Common Elements;

b. Easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements;

c. Installations for the furnishing of utility services to more than one Unit or to the Common Elements, specifically excluding however, any utility main lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property;

d. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements;

e. The riparian and/or littoral rights, appertaining to the Land, if any;

f. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners;

g. Walkways, covered entrances and verandas located within the Condominium Property;

h. Pool and fitness center as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5.3 Limited Common Elements.

To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Drawings, including, but not limited to:

(a) any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit shall be a Limited Common Element appurtenant to that Unit;

(b) the mailbox assigned to a particular Unit which shall be located within the clubhouse postal center;

(c) any balcony, porch, or patio (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others;

(d) light and electrical fixtures outside the Unit or attached to the exterior walls of the Unit and which solely serve such Unit; and

(e) refrigeration and dumpster areas assigned to a particular Unit 3-101 and designated as 3B and 3 C on the legal descriptions and survey.

(f) exterior storage closets assigned appurtenant to a particular Unit.

The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances.

5.4 Warranty Limitation. PURSUANT TO SECTION 718.618, *Florida Statutes*, THE DEVELOPER SHALL ESTABLISH CONVERTER RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE OF HEATING AND AIR CONDITIONING SYSTEMS THAT SERVE MORE THAN ONE UNIT AND THE PROPERTY WHICH THE ASSOCIATION IS RESPONSIBLE TO REPAIR, MAINTAIN AND REPLACE, THE PLUMBING SYSTEM AND THE ROOFS WITHIN THE CONDOMINIUM CONVERTER RESERVES ARE ESTABLISHED IN LIEU OF ANY WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND DEVELOPER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY FIXTURES, EQUIPMENT, APPLIANCES, PERSONAL PROPERTY OR REAL PROPERTY OR IMPROVEMENTS THEREON EXCEPT THAT DEVELOPER WILL WARRANT TITLE SUBJECT TO THE STANDARD EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL DIMINISH DEVELOPER'S OBLIGATIONS UNDER SECTION 718.618, *Florida Statutes*.

EXCEPT AS SET FORTH IN SECTION 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 VI
APPURTENANCES

6.1. 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 **Exhibit "D"** attached hereto and incorporated herein by reference.

Each unit's percentage ownership in the common elements is determined by a fraction, the numerator of which is the total square footage of the individual unit and the denominator of which is the total square footage of all units in the Condominium. This fraction will determine each unit's proportion of ownership in the Common Elements, manner of sharing Common Expenses and ownership of the Common Surplus.

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.

6.2. 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 VII
MAINTENANCE, ALTERATION AND IMPROVEMENT

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

7.1. 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.

(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 including the air conditioning/heating components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

(5) To maintain the screen enclosure on patios in good repair.

(6) To maintain, repair and replace the interior of limited common element garages.

7.2. 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.

7.3. 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.

7.4. 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 VIII

ASSESSMENTS AND COMMON EXPENSES

8.1. 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 including, but not limited to, all storm water drainage and retention areas, recreational facilities, driveways, sidewalks;

b. Casualty and/or liability insurance on the Condominium Property and fidelity bonds;

c. Utility Services for the Condominium Property not attributable to individual Units;

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.

8.2. 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 Mortgagee shall obtain title to a Condominium Parcel as a result of the foreclosure of its mortgage, or in the event such Mortgagee shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its mortgage, such Mortgagee shall be liable for the unpaid Common Expenses and assessments that became due prior to the Mortgagee's acquisition of title. However, the 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 if the Mortgagee joined the Association as a defendant in the foreclosure. 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.

8.3. Common Surplus. Each Owner shall own a share of the Common Surplus attributable to each Unit owned in accordance with Section 6.1 above.

8.4. 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.

8.5. 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.

8.6. Developer Guaranty. Pursuant to Chapter 718, Developer guarantees to each Owner in the Condominium commencing upon the recordation of the Declaration of Condominium and continuing through the fiscal year ending December 31, 2006, that the total monthly assessment for Common Expenses of the Condominium imposed upon such Owners will not exceed:

Efficiency	405	\$ 37.46
1 BR/1 Bath	630	58.27
1 BR/1 Bath	675	62.43
1 BR/1 Bath	816	75.47
1 BR/1 Bath	840	77.69
1 BR/1 Bath	848	78.43
2 BR/2 Bath	920	85.09
2 BR/2 Bath	1088	100.63
2 BR/2 Bath	1021	94.43
2 BR/2 Bath	1104	102.11

2 BR/2 Bath	1122	103.77
2 BR/2 Bath	1188	109.87
2 BR/2 Bath	1295	119.77
3 BR/3 Bath	1462	135.22
3 BR/2 Bath	1275	117.92
3 BR/2 Bath	1442	133.37
3 BR/2 Bath	1608	148.72
3 BR/2 Bath	1996	184.60
A-102	1155	106.82
A-103	1155	106.82
B-102	2310	213.64
C-102	1122	103.77
D-102	2310	213.64
I-101	1088	100.63
J-101	2310	213.64
K-101	1088	100.63
L-101	1088	100.63
2	922	85.27
3-101	2602	240.65
8-101	525	48.56
8-103	589	54.47
8-102	670	61.97
12-101	525	48.56
12-103	589	54.47
12-102	670	61.97
13	3040	281.16
17A-101	450	41.62
17A-102	1200	110.98
17A-101	1426	131.89
20-101	950	87.86
23-101	1352	125.04
32-101	1608	148.72
34-101	1706	157.78
52-101	6005	555.38

In consideration of this guaranty, Developer shall be excused from the payment of its share of the Common Expenses of the Condominium which otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. As a consequence of this exemption, Developer shall pay any amount of Common Expenses not collected from the other Owners needed to meet the expenses of the Association as these expenses are incurred while the guaranty is in effect. The Developer reserves the right, but not the obligation, to extend this guaranty for additional one month periods of time; provided, however, that the guarantee shall automatically terminate on the date of the meeting of Owner at which transfer of control of the Association occurs.

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ARTICLE IX
THE ASSOCIATION

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

9.1. 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. Each Unit shall have one (1) vote in 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.

9.2. 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.

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

9.4. 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.

9.5. 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.

9.6. 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;

(5) Seven years after recordation of the Declaration; or

(6) 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Owners, 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.

9.7. Management Contract. As set forth in Article 7.2 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.

9.8. 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, the Frequently Asked Questions and Answers sheet 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 X

INSURANCE

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

10.1. 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. In selecting an insurance carrier, the Association shall refer to and comply with the criteria set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers. 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".

10.2. Personal Property of Owners. Each Owner may obtain insurance, at the Owner's expense, affording coverage upon said Owner's own property for Owner's own liability and living expenses as the Unit Owner deems advisable. Also such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any rights to contribution. Notwithstanding the above, each Owner may obtain at the Owner's expense and keep on file with the Association a current policy of insurance providing coverage for losses for:

a. the following in the Owner's unit: all floors, walls, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, walls including partitions and wall boards, and ceiling materials, or replacements of any of the foregoing which are located within the boundaries of the Owner's Unit and serve only the Unit and all air conditioning compressors that service only that Unit, whether or not located within the Unit's boundaries.

b. damage to other portions of the Condominium as a result of fire, water or otherwise due to Owner's acts or omissions, including, but not limited to the Owner's negligence and lack of maintenance.

10.3. 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 (\$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. Where the Management Company has the responsibility for handling or administering funds of the Association, the Management Company shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee. 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 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.

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

10.5. 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.

10.6. 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.

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10.7. 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.

10.8. 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 XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1. 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 11.1(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 untenantable, 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 untenantable, 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.

11.2. Plans and Specifications. Any reconstruction, restoration or repairs to the Condominium Property must be substantially in accordance with the plans and specifications for the damaged property as originally constructed or installed with like kind and quality replacements or repairs, or if the original plans and specifications are not available, then restored or repaired as the property was originally conveyed.

11.3 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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 without the approval of the Mortgagees holding first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such Mortgagees are allocated.

ARTICLE XII

USE RESTRICTIONS

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

12.1. Mixed use: Units A-102, A-103, B-102, C-102, D-102, I-101, J-101, K-101, L-101, 2, 3-101, 8-101, 8-102, 8-103, 12-101, 12-102, 12-103, 13, 17A-101, 17A-102, 17B-101, 20-101, 23-101, 32-101, 34-101, 52-101 are restricted to non-residential use, as permitted under the terms of the Master Declaration. All other Units are restricted to residential use.

12.2. 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.

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

12.4. 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.

12.5. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no

rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.6. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.7. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or Units except that the right is specifically reserved to the Developer (and entities affiliated with the Developer or employed by the Developer to market the Units), in its sole discretion, to place and maintain "For Sale" or "For Rent" signs on the Condominium Property.

12.8. 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.

12.9. 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.

12.10. Antennas. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

12.11 Use of Recreational Facilities by Non-Unit Owners. Reasonable rules and regulations concerning the use of the recreational facilities may be promulgated and amended from time to time by the board of directors of the Association in the manner provided by its Articles and Bylaws. Notwithstanding the above, all income received from use of the recreational facilities by non-unit owners shall be payable to the Association to offset the cost of the maintenance of the recreational facilities.

ARTICLE XIII

ALIENABILITY OF UNITS

13.1. 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.

13.2. 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. 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 one hundred eighty (180) days.

ARTICLE XIV

COMPLIANCE AND DEFAULT

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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 XV
AMENDMENTS

15.1. By Owners. Except as otherwise provided herein, this Declaration may be amended in the following manner:

a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

b. Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

c. Adoption. A resolution amending the Declaration shall be adopted in the following manner:

(1) Board of Directors. Until the first election of a majority of the directors of the Association by Owners other than the Developer, proposal of any amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the board of directors of the Association, and no meeting of the Owners nor any approval thereof need be had. However, no amendment may, unless specifically approved as provided in Section 15.1(c)(2) or below:

(a) change the configuration, boundaries or size of any Unit in any material fashion;

(b) materially alter or modify the appurtenances to the Unit, including voting rights, rights to use Common Elements or Limited Common Elements, interests in Common Elements or Limited Common Elements or the leasing of Units;

(c) materially amend any provision regulating assessments, assessment liens or subordination of liens;

(d) materially amend any provision regarding reserves for maintenance, repair and replacement of the Common Elements;

(e) materially amend any provision regarding insurance or fidelity bonds;

(f) materially amend any provision regarding the responsibility for maintenance and repair of the Condominium;

(g) materially amend any provision regarding expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(h) impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey a Unit;

(i) establishes self-management by the Association where professional management has been required by any Mortgagee;

(j) which address the convertibility of Units into Common Elements or Common Elements into Units;

(k) which changes the proportion or percentage by which an Owner shares the Common Expenses and owns the Common Surplus; or

(l) which permit timeshare estates to be created in any unit of the Condominium.

(2) Board of Directors and Owners. In addition to the procedure set forth above and after the first election of a majority of the directors of the Association by Owners other than the Developer, a resolution for the adoption of a proposed amendment may be proposed by the board of directors of the Association or by the Owners. Owners may propose such an amendment by instrument in writing directed to the president or secretary of the board signed by not less than holders of thirty-three percent (33%) of all of the votes of the Association. Amendments may be proposed by the board of directors by action of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the president or, in the event of his refusal or failure to act, the board of directors, shall call a meeting of the Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Votes shall be cast at the Association meeting called for such purpose pursuant to the bylaws at which a quorum was present. Except as provided herein, such approvals must be by:

(a) not less than fifty-one percent (51%) of the entire membership of the board of directors and not less than fifty-one percent (51%) of the votes of the Association; or

(b) an agreement signed and acknowledged by not less than 80% of the Owners in the manner required for the execution of a deed; and

Any amendment listed under Section 15.1 (c)(1) requires the consent of those Mortgagees providing notice to the Association under Section 15.3 below. Any amendment which would adversely affect Mortgagees must have the prior written consent of Mortgagees holding a first mortgage on Units to which at least fifty-one percent (51%) of the votes of the Association pertain, which consent may not be unreasonably withheld, and the prior written consent of Owners representing not less than sixty-seven percent (67%) of all the votes of the Association.

d. Execution and Recording. Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Alachua County, Florida.

15.2. By the Developer. The Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body or as may be necessary to conform the same to the requirements of law or to facilitate the operation and

management of the Condominium or the sale of Units in an FHA/VA approved condominium. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Alachua County, Florida, of an instrument executed solely by the Developer, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

No amendment to this Declaration unilaterally made by the Developer shall be permitted if such amendment would: (i) change the configuration, boundaries or size of any Unit in any material fashion; (ii) materially alter or modify the appurtenances to any Unit, including voting rights, rights to use Common Elements, interests in the Common Elements or Limited Common Elements or the leasing of Units; (iii) which materially changes the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus; (iv) which materially amends any provision contained within this Declaration, the Association Articles or Bylaws regulating assessments, assessment liens or the subordination of liens, reserves for maintenance, repair or replacement of Common Elements; (v) which materially modifies the responsibility for maintenance and repair of the Condominium Property; (vi) which materially modifies the provisions regarding expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (vii) which addresses the convertibility of Units into Common Elements or Common Elements into Units; (viii) which imposes any right of first refusal or similar restrictions on the right to transfer or otherwise convey a Unit; (ix) which establishes self-management by the Association where professional management has been required by any Mortgagee; or (x) which materially amends any provision in this Declaration regarding insurance or fidelity bonds.

15.3. 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 amendment to this Declaration affecting a change in the boundaries of any Unit or the exclusive easement rights appertaining thereto, the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, the number of votes in the Association appertaining to any Unit or the purposes to which any Unit or the Common Elements are restricted.

ARTICLE XVI

TERMINATION

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

16.1. Agreement. The Condominium may be terminated at any time upon prior notification to the Division by the approval in writing of not less than 90% 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.

16.2. 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.

16.3. 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.

16.4. 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 Article 6.1 of this Declaration.

16.5. 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 XVII

VOTING RIGHTS

Each Unit shall have one (1) vote in 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 co-tenant is designated to cast the vote for that Unit.

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.

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ARTICLE XX

DEVELOPMENT DESCRIPTION

20.1. Description. This is a mixed use condominium. The Condominium will consist of twenty-four (24) buildings which contain 105 residential units and 26 commercial units for a total of 131 units.

The residential unit types will be:

Efficiency, 1 bathroom Unit having a minimum and maximum of 450 square feet of air conditioned space.

1 bedroom, 1 bathroom units each having a minimum of 630 square feet and a maximum of 848 square feet of air conditioned space.

2 bedroom, 2 bathroom Units each having a minimum of 920 square feet and a maximum of 1295 square feet of air-conditioned space.

3 bedroom, 3 bathroom Units each having a minimum of 1462 square feet and a maximum of 1996 square feet of air-conditioned space.

The commercial unit types have a minimum of 450 square feet and a maximum of 6005 square feet of air conditioned space.

Building and Unit Descriptions

Building A: Building A is a three-floor building containing two (2) commercial units and seven (7) residential units for a total of nine (9) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1122 and two (2) commercial units having an approximate square footage of 1155. The second and third floors each contain one (1) one bedroom, one bathroom unit having an approximate square footage of 848, one (1) two bedroom, two bathroom unit having an approximate square footage of 1122, and one (1) three bedroom, three bathroom unit having an approximate square footage of 1462.

Building B: Building B is a three-floor building containing one (1) commercial unit and seven (7) residential units for a total of eight (8) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1122 and two (2) commercial units having an approximate square footage of 1155. The second and third floors each contain one (1) one bedroom, one bathroom unit having an approximate square footage of 848, one (1) two bedroom, two bathroom unit having an approximate square footage of 1122, and one (1) three bedroom, three bathroom unit having an approximate square footage of 1462.

Building C: Building C is a three-floor building containing one (1) commercial unit and five (5) residential units for a total of six (6) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1122 and one (1) commercial unit having an approximate square footage of 1122. The second and third floors each contain two (2) two bedroom, two bathroom units having an approximate square footage of 1122.

Building D: Building D is a three-floor building containing one (1) commercial unit and seven (7) residential units for a total of eight (8) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1122 and two (2) commercial units having an approximate square footage of 1155. The second and third floors each contain one (1) one bedroom, one bathroom unit having an approximate square footage of 848, one (1) two bedroom, two bathroom unit having an approximate square footage of 1122, and one (1) three bedroom, three bathroom unit having an approximate square footage of 1462.

Building E: Building E is a three-floor building containing nine (9) residential units. Each floor contains one (1) one bedroom/one bathroom unit having an approximate square footage of 816, one (1) one bedroom/one bathroom unit having an approximate square footage of 850, and one (1) two bedroom/two bathroom unit having an approximate square footage of 1122.

Building F: Building F is a three-floor building containing nine (9) residential units. Each floor contains one (1) one bedroom/one bathroom unit having an approximate square footage of 816, one (1) one bedroom/one bathroom unit having an approximate square footage of 850, and one (1) two bedroom/two bathroom unit having an approximate square footage of 1122.

Building G: Building G is a three-floor building containing twelve (12) residential units. Each floor contains two (2) one bedroom/one bathroom units having an approximate square footage of 848, two (2) three bedroom/three bathroom units having an approximate square footage of 1462.

Building H: Building H is a three-floor building containing twelve (12) residential units. Each floor contains two (2) one bedroom/one bathroom units having an approximate square footage of 848, two (2) three bedroom/three bathroom units having an approximate square footage of 1462.

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Building I: Building I is a three-floor building containing one (1) commercial unit and five (5) residential units for a total of six (6) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1088 and one (1) commercial unit having an approximate square footage of 1088. The second and third floors each contain two (2) two bedroom/two bathroom units having an approximate square footage of 1088.

Building J: Building J is a three-floor building containing one (1) commercial unit and seven (7) residential units for a total of eight (8) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1122 and one (1) commercial unit having an approximate square footage of 2310. The second and third floors each contain one (1) two bedroom, two bathroom unit having an approximate square footage of 1188 and two (2) two bedroom, two bathroom units having an approximate square footage of 1122.

Building K: Building K is a three-floor building containing one (1) commercial unit and five (5) residential units for a total of six (6) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1088 and one (1) commercial unit having an approximate square footage of 1088. The second and third floors each contain two (2) two bedroom/two bathroom units having an approximate square footage of 1088.

Building L: Building L is a three-floor building containing one (1) commercial unit and five (5) residential units for a total of six (6) units. The first floor contains one (1) two bedroom/two bathroom unit having an approximate square footage of 1088 and one (1) commercial unit having an approximate square footage of 1088. The second and third floors each contain two (2) two bedroom/two bathroom units having an approximate square footage of 1088.

Building 2: Building 2 is a one-floor building containing one (1) commercial unit having an approximate square footage of 922.

Building 3: Building 3 is a two-floor building containing one (1) commercial unit and two (2) residential units for a total of three (3) units. The first floor contains one (1) commercial unit having an approximate square footage of 2602. The second floor contain one (1) one bedroom/one bathroom residential unit with an approximate square footage of 675 and one (1) two bedroom/two bathroom residential unit with an approximate square footage of 1104.

Building 8: Building 8 is a two (2) two-floor building containing three (3) commercial units and two (2) residential units for a total of five (5) units. The first floor contains three (3) commercial units having an approximate square footage of 525, 589 and 670 respectively. The second floor contains two (2) two bedroom/two bathroom units having an approximate square footage of 920.

Building 12: Building 12 is a two (2) two-floor building containing three (3) commercial units and two (2) residential units for a total of five (5) units. The first floor contains three (3) commercial units having an approximate square footage of 525, 589 and 670 respectively. The second floor contains two (2) two bedroom/two bathroom units having an approximate square footage of 920.

Building 13: Building 13 is a one-floor building containing one (1) commercial unit having an approximate square footage of 3040.

Building 17A: Building 17A is a one-floor building containing two (2) commercial units having an approximate square footage of 450 and 1200 respectively.

Building 17B: Building 17B is a two-floor building containing one (1) commercial unit and two (2) residential units for a total of three (3) units. The first floor contains one (1) commercial unit having an approximate square footage of 1426. The second floor contains one (1) two bedroom/two bathroom residential unit having an approximate square footage of 1021 and one (1) Efficiency/one bathroom unit having an approximate square footage of 405.

Building 20: Building 20 is a three-floor building containing one (1) commercial unit and one (1) residential unit for a total of two (2) units. The first floor contains one (1) commercial unit having an approximate square footage of 950. The second floor and third floors encompass a one (1) two-story three bedroom/two bathroom residential unit having an approximate square footage of 1996.

Building 23: Building 23 is a two-floor building containing one (1) commercial unit and one (1) residential unit for a total of two (2) units. The first floor contains one (1) commercial unit having an approximate square footage of 1352. The second floor contains one (1) three bedroom/two bathroom residential unit having an approximate square footage of 1295.

Building 32: Building 32 is a two-floor building containing one (1) commercial unit and one (1) residential unit for a total of two (2) units. The first floor contains one (1) commercial unit having an approximate square footage of 1608. The second floor contains one (1) two bedroom/two bathroom residential unit having an approximate square footage of 1608.

Building 34: Building 34 is a two-floor building containing one (1) commercial unit and two (2) residential units for a total of three (3) units. The first floor contains one (1) commercial unit having an approximate square footage of 1706. The second floor contains one (1) two bedroom/two bathroom residential unit having an approximate square footage of 1021 and one (1) one bedroom/one bathroom residential unit having an approximate square footage of 630.

Building 52: Building 52 is a two-floor building containing one (1) commercial unit and two (2) residential units for a total of three (3) units. The first floor contains one (1) commercial unit having an approximate square footage of 6005. The second floor contains two (2) three bedroom/two bathroom residential units having an approximate square footage of 1275 and 1442 respectively.

The foregoing descriptions shall not preclude rooms in a given Unit from being combined or prevent or require use of any specific room in any manner which is otherwise lawful and permitted, nor shall it prevent the conversion of any room into a bedroom or to any other use.

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

20.3. Recreational Areas and other Commonly Used Facilities. The recreational and other commonly-used facilities described below will be available for use by Units Owners of the Condominium. The Association may, at the Association's option, allow persons other than members of the Association to use the recreational facilities. Non-unit owners shall be required to pay to the Association the sums set by the Association for use of the recreational and other commonly used facilities. During the period of time the Developer is in control of the Association, the Developer intends to allow non-unit owners to use the recreational facilities. All income generated from said use by non-unit owners will be paid to the Association and not to the Developer. The number, fee and rules and regulations related to non-unit owners use of the recreational facilities shall be as determined by the board of directors of the Association from time to time.

a. Swimming Pool and Lanai. The Condominium Property includes a 25,000 gallon concrete, in-ground swimming pool in the location depicted in the plot plans attached in Exhibit "A" of the Declaration. The pool has a quartz finish, is equipped with underwater lighting, and is approximately 47 feet by 27 feet and is approximately three to five feet (3-5") deep with a capacity of thirty (30) persons. The surrounding pool deck area is concrete, covered by a cool deck surface, has approximately 2765 square feet and has a capacity of seventy five (75) persons. The swimming pool is not heated.

b. Fitness Center and Related Facilities.

(i) Fitness Center. The Condominium Property includes a one-story fitness center having a floor area of approximately 864 square feet with a capacity of thirteen (13) persons.

(ii) Restrooms. Two (2) restrooms each having a floor area of approximately 128 square feet with a capacity of five (5) persons each.

(iii) Maintenance Shop. One (1) maintenance shop having a floor area of approximately 128 square feet with a capacity of five (5) persons.

(iv) Storage rooms. One (1) storage room having a floor area of approximately 200 square feet with a capacity of seven (7) persons.

c. Other Common Facilities. Except as specifically stated otherwise herein, other common facilities to be used only by Unit Owners of the Condominium consist of the property constituting Common Elements of the Condominium as defined in Article 2.7 of the Declaration and the Condominium Act (Chapter 718, Florida Statutes). No additional facilities or personal property will be provided by the Developer.

20.3 Ownership of Common Elements and Common Surplus and Share of Common Expenses. Each unit owner shall own that certain percentage of the Common Elements and Common Surplus and the share of Common Expenses attributable to each Unit as set forth in Article 6.1 herein.

ARTICLE XXI

HAILE VILLAGE CENTER

Each Unit Owner is required to also be a member of the Haile Village Center Owners Association, Inc. and will be subject to the terms and conditions of the Haile Village Center Declaration of Covenants, Conditions and Restrictions, which are dated February 13, 1993 and recorded in Official Records Book 1986, page 1326 of the Public Records of Alachua County, Florida, as same may have been amended from time to time.

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IN WITNESS WHEREOF, the Developer has executed this Declaration this 1st
day of June, 2006.

Witnesses:

HVC PARTNERS, LLC,
a Florida limited liability company

By: Colson Park Capital, Inc.
a North Carolina corporation
its managing member

Jennifer Kennedy
Printed Name

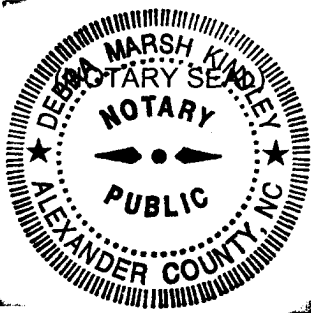
Richie D Phillips
Printed Name

By: Pamela Witters
Pamela Witters, President

STATE OF ~~FLORIDA~~ NC)
) ss.
COUNTY OF Catawba)

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Pamela Witters, President of Colson Park Capital, Inc., a North Carolina corporation, Managing Member of HVC Partners, LLC, a Florida limited liability company, 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 1st day of June, 2006.



Debra Marsh Kindley
(Notary Signature)
Debra Marsh Kindley
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

MY COMMISSION EXPIRES 6-18-08

INSTRUMENT # 2247089
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**CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM**

THIS CONSENT made and entered into this 1 day of June, 2006, by WACHOVIA BANK, NA, ("Mortgagee").

W I T N E S S E T H:

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

A. Mortgage executed by HVC Partners, LLC, a Florida limited liability company, ("Borrower") in favor of Wachovia Bank, NA, dated December 19, 2005, and recorded December 19, 2005, in Official Records Book 3281, Page 1319, in the Public Records of Alachua County, Florida, (the "Public Records"), said Mortgage; and

(collectively, the "Mortgage");

WHEREAS, the Mortgage encumbers the land and the improvements located thereon (the "Property"), described in the Declaration of Condominium of The Village at Haile, a 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:

- i. 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.
- ii. Mortgagee agrees that the lien of the Mortgage, as the same applies to and encumbers the Property, shall be upon the Condominium Parcels of The Village at Haile, a Condominium.
- iii. 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 The Village at Haile, a Condominium and any other land or improvements encumbered by the Mortgage.

4. Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the develop of The Village at Haile, a Condominium, and Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of the "Developer" contained in the Declaration or other documents issued in connection with the promotion of The Village at Haile, a Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any personal relying thereon. Nothing contained herein shall affect or impair the

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rights and remedies of Mortgagee as set forth in 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:

Mary E Edmonds

Print Name Mary E. Edmonds

Ellen E. Waddell

Print Name Ellen E. Waddell

"MORTGAGEE"

Wachovia Bank, NA

By Robert N. Braswell

Print Name: ROBERT N. BRASWELL

As its: SENIOR VICE PRESIDENT

STATE OF North Carolina
COUNTY OF Catawba) SS.

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Robert N. Braswell known to me to be the Senior Vice President of Wachovia Bank, NA, a national banking association and Robert N. Braswell, 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 known to me as identification and did (did not) take an oath.

WITNESS my hand and seal this 1st day of June, 2006.

(NOTARY SEAL)

Lori S. Raby
Printed Name Lori S. Raby
Commission No. 717107
Expires

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EXHIBIT "A"

**SURVEY/SITE PLAN FOR DEVELOPMENT
AND FLOOR PLANS FOR DEVELOPMENT FOR
THE VILLAGE AT HAILE, A CONDOMINIUM**

**INSTRUMENT # 2247089
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LEGAL DESCRIPTION

(Building "A", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence North 28°17'33" East, along said west right of way line, 85.51 feet to the beginning of a curve concave northwesterly and having a radius of 1000.00 feet; thence northeasterly, along the arc of said curve and along said west right of way line, through a central angle of 00°22'47" an arc distance of 6.63 feet, to a point on the south boundary of Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 and 9 of said public records, said arc being subtended by a chord having a bearing and distance of North 28°05'52" East, 6.63 feet; thence westerly, along the southerly boundary of said Haile Plantation Unit 29, through the following 3 courses and distances: 1) thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 25.00 feet, through a central angle of 100°06'03" an arc distance of 43.68 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 77°57'48" West, 38.33 feet; 2) thence North 51°59'11" West, 82.65 feet; 3) thence North 63°55'46" West, 69.23 feet to the southwest corner of S.W. 91st Drive as platted in said Haile Plantation Unit 29; thence North 24°36'37" East, along the westerly boundary of said Haile Plantation Unit 29 a distance of 4.10 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, North 15°12'56" East, 44.40 feet; thence North 74°47'04" West, 96.00 feet; thence South 15°12'56" West, 44.40 feet; thence South 74°47'04" East, 96.00 feet to the POINT OF BEGINNING.

Containing 4262 square feet, more or less.

INSTRUMENT # 2247089
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LEGAL DESCRIPTION

(Building "B", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence North 28°17'33" East, along said west right of way line, 85.51 feet to the beginning of a curve concave northwesterly and having a radius of 1000.00 feet; thence northeasterly, along the arc of said curve and along said west right of way line, through a central angle of 00°22'47" an arc distance of 6.63 feet, to a point on the south boundary of Haile Plantation Unit 29, a Planned Unit Development as per plat thereof recorded in Plat Book "S", pages 8 and 9 of said public records, said arc being subtended by a chord having a bearing and distance of North 28°05'52" East, 6.63 feet; thence westerly, along the southerly boundary of said Haile Plantation Unit 29, through the following 2 courses and distances: 1) thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 25.00 feet, through a central angle of 100°06'03" an arc distance of 43.68 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 77°57'48" West, 38.33 feet; 2) thence North 51°59'11" West, 82.65 feet; thence North 63°55'46" West, 90.15 feet; thence North 74°47'04" West, 91.31 feet; thence North 15°12'56" East, 0.10 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, North 15°12'56" East, 44.40 feet; thence North 74°47'04" West, 96.00 feet; thence South 15°12'56" West, 44.40 feet; thence South 74°47'04" East, 96.00 feet to the POINT OF BEGINNING.

Containing 4262 square feet, more or less.

INSTRUMENT # 2247089
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LEGAL DESCRIPTION

(Building "C", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, along the centerline of S.W. 52nd Avenue, 190.67 feet; thence South 29°29'47" West, 64.87 feet; thence South 10°35'24" West, 8.47 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said existing building through the following courses and distances, North 79°24'36" West, 64.00 feet; thence North 10°35'24" East, 44.40 feet; thence South 79°24'36" East, 64.00 feet thence South 10°35'24" West, 44.40 feet to the POINT OF BEGINNING.

Containing 2842 square feet, more or less.

INSTRUMENT # 2247089
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LEGAL DESCRIPTION

(Building "D", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, along the centerline of S.W. 52nd Avenue, 305.96 feet; thence South 10°35'24" West, 25.43 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said existing building through the following courses and distances, South 10°35'24" West, 44.40 feet; thence North 79°24'36" West, 96.00 feet; thence North 10°35'24" East, 44.40 feet; thence South 79°24'36" East, 96.00 feet to the POINT OF BEGINNING.

Containing 4262 square feet, more or less.

INSTRUMENT # 2247089
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LEGAL DESCRIPTION

(Building "E", Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 135.28 feet to a point at the intersection of the centerlines of S.W. 91st Terrace and S.W. 52nd Road; thence North 57°03'01" West, along the centerline of said S.W. 52nd Road, 119.21 feet; thence South 00°00'00" East, 23.59 feet to an intersection with the centerline of N.W. 91st Way; thence South 30°57'59" West, along the centerline of said S.W. 91st Way, 52.68 feet; thence South 90°00'00" West, 40.11 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South 90°00'00" West, 78.00 feet; thence North 00°00'00" West, 44.33 feet; thence North 90°00'00" East, 78.00 feet; thence South 00°00'00" East, 44.33 feet to the POINT OF BEGINNING.

Containing 3458 square feet, more or less.

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LEGAL DESCRIPTION

(Building "F", Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 135.28 feet to a point at the intersection of the centerlines of S.W. 91st Terrace and S.W. 52nd Road; thence North 57°03'01" West, along the centerline of said S.W. 52nd Road, 119.21 feet; thence North 00°00'00" West, 78.68 feet; thence South 90°00'00" West, 56.62 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South 90°00'00" West, 78.00 feet; thence South 00°00'00" East, 44.33 feet; thence North 90°00'00" East, 78.00 feet; thence North 00°00'00" West, 44.33 feet to the POINT OF BEGINNING.

Containing 3458 square feet, more or less.

LEGAL DESCRIPTION

(Building "G", Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 135.28 feet to a point at the intersection of the centerlines of S.W. 91st Terrace and S.W. 52nd Road; thence North 57°03'01" West, along the centerline of said S.W. 52nd Road, 119.21 feet; thence North 00°00'00" West, 125.58 feet; thence South 90°00'00" West, 90.31 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South 90°00'00" West, 44.33 feet; thence North 00°00'00" West, 128.00 feet; thence North 90°00'00" East, 44.33 feet; thence South 00°00'00" East, 128.00 feet to the POINT OF BEGINNING.

Containing 5,675 square feet, more or less.

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LEGAL DESCRIPTION

(Building "H", Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 135.28 feet to a point at the intersection of the centerlines of S.W. 91st Terrace and S.W. 52nd Road; thence North 57°03'01" West, along the centerline of said S.W. 52nd Road, 119.21 feet; thence North 00°00'00" West, 284.39 feet; thence South 90°00'00" West, 90.31 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South 90°00'00" West, 44.33 feet; thence North 00°00'00" West, 128.00 feet; thence North 90°00'00" East, 44.33 feet; thence South 00°00'00" East, 128.00 feet to the POINT OF BEGINNING.

Containing 5,675 square feet, more or less.

INSTRUMENT # 2247089

173 PGS

LEGAL DESCRIPTION

(Building "I", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet to the centerline intersection with S.W. 91st Terrace; thence continue North 79°24'36" West, 99.01 feet; thence North 10°35'24" East, 112.15 feet; thence North 82°00'12" East, 54.80 feet; thence North 10°35'24" East, 57.86 feet; thence North 79°37'42" West, 124.86 feet; thence South 00°00'00" East, 82.31 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South 00°00'00" East, 82.00 feet; thence North 90°00'00" East, 32.10 feet; thence North 00°00'00" East, 82.00 feet; thence North 90°00'00" West, 32.10 feet to the POINT OF BEGINNING.

Containing 2,632 square feet, more or less.

LEGAL DESCRIPTION

(Building "J", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet to the centerline intersection with S.W. 91st Terrace; thence continue North 79°24'36" West, 99.01 feet; thence North 10°35'24" East, 112.15 feet; thence North 82°00'12" East, 54.80 feet; thence North 10°35'24" East, 57.86 feet; thence North 79°37'42" West, 15.20 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, North 84°43'54" West, 96.00 feet; thence South 05°16'06" West, 44.40 feet, thence South 84°43'54" East, 96.00 feet; thence North 05°16'06" East, 44.40 feet to the POINT OF BEGINNING.

Containing 4,262 square feet, more or less.

LEGAL DESCRIPTION

(Building "K", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence North 28°17'33" East, along said west right of way line, 36.96 feet; thence North 51°59'11" West, parallel with and 25 feet South of the South boundary of Haile Plantation, Unit 29, as recorded in Plat Book "S", pages 8 and 9 of said public records, 155.37 feet; thence North 74°47'04" West, 263.42 feet; thence North 16°50'48" East, 150.99 feet; thence North 73°09'12" West, 31.00 feet, to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, North 73°09'12" West, 32.00 feet; thence South 16°50'48" West, 82.00 feet; thence South 73°09'12" East, 32.00 feet; thence North 16°50'48" East, 82.00 feet to the POINT OF BEGINNING.

Containing 2,624 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

LEGAL DESCRIPTION

(Building "L", 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North $28^{\circ}17'33''$ East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North $61^{\circ}42'27''$ West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North $79^{\circ}24'36''$ West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence North $28^{\circ}17'33''$ East, along said west right of way line, 36.96 feet; thence North $51^{\circ}59'11''$ West, parallel with and 25 feet South of the South boundary of Haile Plantation, Unit 29, as recorded in Plat Book "S", pages 8 and 9 of said public records, 155.37 feet; thence North $74^{\circ}47'04''$ West, 263.42 feet; thence North $16^{\circ}50'48''$ East, 150.99 feet; thence North $73^{\circ}09'12''$ West, 31.00 feet; thence North $16^{\circ}50'48''$ East, 26.04 feet; thence North $73^{\circ}09'12''$ West, 0.50 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior face of said building through the following courses and distances, South $88^{\circ}41'38''$ West, 82.00 feet; thence North $01^{\circ}18'22''$ West, 32.00 feet; thence North $88^{\circ}41'38''$ East, 82.00 feet; thence South $01^{\circ}18'22''$ East, 32.00 feet to the POINT OF BEGINNING.

Containing 2,624 square feet, more or less.

Legal Description

(Building 2, Haile Village Center)

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

Commence at a found concrete monument at the northeast corner of said Section 19 and run thence South 89°56'06" West along the north boundary of said Section 19, a distance of 2559.36 feet; thence South 00°21'24" West parallel with the west boundary of said Section 19, a distance of 2638.22 feet; thence North 74°36'56" East, 321.80 feet; thence South 89°49'05" East, 330.00 feet; thence North 81°28'29" East, 1260.29 feet; thence South 38°09'26" East, 287.26 feet to a point on the westerly line of a 30.00 foot wide sanitary sewer trunk line easement; thence continue South 38°09'26" East along said westerly line, 548.71 feet; thence continue along said westerly line through the following 2 courses: 1) South 00°00'00" West, 977.15 feet, 2) South 38°30'31" West along an extension of the easterly boundary of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County, Florida, 142.05 feet to the southeast corner of said Haile Plantation Unit 6, Phase I; thence South 51°12'00" East along the northerly right-of-way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of said 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right-of-way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right-of-way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 206.73 feet; thence North 59°40'57" West, a distance of 35.65 feet to the most easterly corner of a wood frame building and the POINT OF BEGINNING; thence, along the exterior perimeter of said wood frame building, through the following 8 courses and distances:

- 1) North 59°40'57" West, 20.21 feet; 2) South 30°19'02" West, 45.30 feet;**
- 3) South 60°06'15" East, 20.30 feet; 4) North 29°56'23" East, 14.95 feet;**
- 5) South 56°06'57" East, 1.50 feet; 6) North 30°24'43" East, 15.34 feet;**
- 7) North 57°25'09" West, 1.41 feet; 8) North 29°55'20" East, 14.90 feet**

to the POINT OF BEGINNING.

Containing 938 square feet or 0.02 of an acre, more or less.

INSTRUMENT # 2247089
173 PGS

LEGAL DESCRIPTION

(Building 3, 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 southeast corner of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County Florida and run thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of a 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 174.72 feet to the beginning of a curve concave northwesterly and having a radius of 150.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 16°49'30" an arc distance of 44.05 feet, said arc being subtended by a chord having a bearing and distance of North 24°47'40" East, 43.89 feet; thence South 67°14'13" East, 26.14 feet; thence continue South 67°14'13" East, 39.53 feet; thence North 09°04'48" East, 14.57 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue along the exterior of said building, through the following 19 courses and distances:

- 1) thence North 09°04'48" East, 42.47 feet; 2) thence North 03°25'35" East, 21.97 feet;
- 3) thence South 86°34'25" East, 6.00 feet; 4) thence North 03°25'35" East, 15.83 feet;
- 5) thence South 86°34'25" East, 11.55 feet; 6) thence North 03°25'35" East, 12.25 feet;
- 7) thence North 86°34'25" West, 12.25 feet; 8) thence South 03°25'35" West, 8.00 feet;
- 9) thence North 86°34'25" West, 5.30 feet; 10) thence North 03°25'35" East, 8.00 feet;
- 11) thence North 86°34'25" West, 37.66 feet; 12) thence South 03°25'35" West, 50.00 feet;
- 13) thence South 86°34'25" East, 8.00 feet; 14) thence South 09°04'48" West, 39.60 feet;
- 15) thence South 80°55'12" East, 20.02 feet; 16) thence South 09°04'48" West, 5.75 feet;
- 17) thence South 80°55'12" East, 6.30 feet; 18) thence North 09°04'48" East, 5.75 feet;
- 19) thence South 80°55'12" East, 3.20 feet to the POINT OF BEGINNING.

Containing 3399 square feet, more or less.

November 8, 2001

Legal Description
(Haile Village Center Phase I, "Parcel 3B")

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

Commence at a found concrete monument at the northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89°56'06" West along the north boundary of said Section 19, a distance of 2559.36 feet; thence South 00°21'24" West parallel with the west boundary of said Section 19, a distance of 2638.22 feet; thence North 74°36'56" East, 321.80 feet; thence South 89°49'05" East, 330.00 feet; thence North 81°28'29" East, 1260.29 feet; thence South 38°09'26" East, 287.26 feet to a point on the westerly line of a 30.00 foot wide sanitary sewer trunk line easement; thence continue South 38°09'26" East along said westerly line, 548.71 feet; thence continue along said westerly line through the following 2 courses: 1) South 00°00'00" West, 977.15 feet, 2) South 38°30'31" West along an extension of the easterly boundary of Haile Plantation Unit 6, Phasel, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County, Florida, 142.05 feet to the southeast corner of said Haile Plantation Unit 6, Phase I; thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of said 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 174.72 feet to the beginning of a curve concave northwesterly and having a radius of 150.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 16°49'30" an arc distance of 44.05 feet, said arc being subtended by a chord having a bearing and distance of North 24°47'40" East, 43.89 feet; thence South 67°14'13" East, 141.38 feet; thence North 10°08'39" East, 12.45 feet to the southeast corner of an existing building and the POINT OF BEGINNING; thence continue North 10°08'39" East, along the exterior wall of said building, 18.35 feet; thence North 79°51'21" West, along said wall, 10.03 feet; thence South 10°08'39" West, along said wall 18.35 feet; thence South 79°51'21" East, along said wall, 10.03 feet to the POINT OF BEGINNING.

Containing 184 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

November 8, 2001

Legal Description
(Haile Village Center Phase I, "Parcel 3C")

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

Commence at a found concrete monument at the northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89°56'06" West along the north boundary of said Section 19, a distance of 2559.36 feet; thence South 00°21'24" West parallel with the west boundary of said Section 19, a distance of 2638.22 feet; thence North 74°36'56" East, 321.80 feet; thence South 89°49'05" East, 330.00 feet; thence North 81°28'29" East, 1260.29 feet; thence South 38°09'26" East, 287.26 feet to a point on the westerly line of a 30.00 foot wide sanitary sewer trunk line easement; thence continue South 38°09'26" East along said westerly line, 548.71 feet; thence continue along said westerly line through the following 2 courses: 1) South 00°00'00" West, 977.15 feet, 2) South 38°30'31" West along an extension of the easterly boundary of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County, Florida, 142.05 feet to the southeast corner of said Haile Plantation Unit 6, Phase I; thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of said 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 174.72 feet to the beginning of a curve concave northwesterly and having a radius of 150.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 16°49'30" an arc distance of 44.05 feet, said arc being subtended by a chord having a bearing and distance of North 24°47'40" East, 43.89 feet; thence South 67°14'13" East, 144.47 feet; thence North 10°04'09" East, 75.66 feet to the southeast corner of an existing building and the POINT OF BEGINNING; thence continue North 10°04'09" East, along the exterior wall of said building, 18.35 feet; thence North 79°55'51" West, along said wall, 10.01 feet; thence South 10°04'09" West, along said wall 18.35 feet; thence South 79°55'51" East, along said wall, 10.01 feet to the POINT OF BEGINNING.
Containing 184 square feet, more or less.

Legal Description

(Building 8, 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 southeast corner of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County Florida and run thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of a 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 214.61 feet; thence North 03°25'35" East, 221.06 feet; thence North 05°56'23" West, 97.14 feet; thence North 00°00'00" East, 17.02 feet; thence North 85°36'04" East, 115.89 feet; thence South 82°15'10" East, 29.95 feet; thence South 07°44'50" West, 26 feet; thence South 00°17'12" East, 46.00 feet thence South 80°40'35" East, 10.98 feet; thence North 13°51'26" East, 4.57 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 13°51'26" East, along the exterior of said building, 40.00 feet; thence South 76°08'34" East, along the exterior of said building, 56.00 feet; thence South 13°51'26" West, along the exterior of said building, 40.00 feet; thence North 76°08'34" West, along the exterior of said building, 56.00 feet to the POINT OF BEGINNING.

Containing 2240 square feet, more or less.

Legal Description

(Building 12, Haile Village Center)

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

Commence at the southeast corner of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County Florida and run thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of a 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet; thence North 33°12'24" East, 214.61 feet; thence North 03°25'35" East, 65.64 feet; thence South 90°00'00" West, 86.05 feet; thence North 01°01'25" West, 5.50 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 01°01'25" West, along the exterior of said building, 34.13 feet; thence South 88°58'35" West, along the exterior of said building, 56.15 feet; thence South 01°01'25" East, along the exterior of said building, 34.13 feet; thence North 88°58'35" East, along the exterior of said building, 56.15 feet to the POINT OF BEGINNING.

Containing 1916 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

Legal Description

(Building 13, Haile Village Center)

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

Commence at the southeast corner of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County Florida and run thence South 51°12'00" East along the northerly right-of-way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of a 30.00 foot wide sanitary sewer trunk line easement; thence North 38°30'31" East, along said easterly line, 152.53 feet; thence North 00°00'00" East along said east line, 39.26 feet; thence North 90°00'00" East, 90.08 feet; thence North 00°31'44" West, 5.48 feet to the exterior corner of an existing building and the POINT OF BEGINNING; thence continue North 00°31'44" West, along the exterior of said building, 75.00 feet; thence North 89°28'16" East, along the exterior of said building, 39.00 feet; thence South 00°31'44" East, along the exterior of said building, 75.00 feet; thence South 89°28'16" West, along the exterior of said building, 39.00 feet to the POINT OF BEGINNING.

Containing 2925 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

Legal Description

(Building 17A, Haile Village Center)

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

Commence at a found concrete monument at the northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89°56'06" West along the north boundary of said Section 19, a distance of 2559.36 feet; thence South 00°21'24" West parallel with the west boundary of said Section 19, a distance of 2638.22 feet; thence North 74°36'56" East, 321.80 feet; thence South 89°49'05" East, 330.00 feet; thence North 81°28'29" East, 1260.29 feet; thence South 38°09'26" East, 287.26 feet to a point on the westerly line of a 30.00 foot wide sanitary sewer trunk line easement; thence continue South 38°09'26" East along said westerly line, 548.71 feet; thence continue along said westerly line through the following 2 courses: 1) South 00°00'00" West, 977.15 feet, 2) South 38°30'31" West along an extension of the easterly boundary of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County, Florida, 142.05 feet to the southeast corner of said Haile Plantation Unit 6, Phase I; thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of said 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 59.07 feet; thence South 58°17'49" East, 22.86 feet to southwest corner of an existing building and the POINT OF BEGINNING; thence, along the exterior perimeter of said building, through the following 3 courses and distances, 1) South 58°17'49" East, 55.32 feet; 2) North 31°46'42" East, 30.35 feet; 3) North 58°16'51" West, 30.79 feet to the southeast corner of a porch on the north side of said building; thence, along the exterior perimeter of said porch, through the following 3 courses and distances, 1) North 31°43'09" East, 5.59 feet; 2) North 58°11'08" West, 24.47 feet; 3) South 32°12'49" West, 5.63 feet to the northwest corner of said building, thence South 31°48'45" West, along the exterior perimeter of said building, 30.37 feet to the POINT OF BEGINNING.

Containing 1817 square feet or 0.04 of an acre, more or less.

Legal Description

(Building 17B, Haile Village Center)

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

Commence at a found concrete monument at the northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89°56'06" West along the north boundary of said Section 19, a distance of 2559.36 feet; thence South 00°21'24" West parallel with the west boundary of said Section 19, a distance of 2638.22 feet; thence North 74°36'56" East, 321.80 feet; thence South 89°49'05" East, 330.00 feet; thence North 81°28'29" East, 1260.29 feet; thence South 38°09'26" East, 287.26 feet to a point on the westerly line of a 30.00 foot wide sanitary sewer trunk line easement; thence continue South 38°09'26" East along said westerly line, 548.71 feet; thence continue along said westerly line through the following 2 courses: 1) South 00°00'00" West, 977.15 feet, 2) South 38°30'31" West along an extension of the easterly boundary of Haile Plantation Unit 6, Phase I, as per plat thereof recorded in Plat Book "M", page 35 of the Public Records of Alachua County, Florida, 142.05 feet to the southeast corner of said Haile Plantation Unit 6, Phase I; thence South 51°12'00" East along the northerly right of way line of S.W. 46th Blvd. (100' R/W) 30.00 feet to the easterly line of said 30.00 foot wide sanitary sewer trunk line easement, thence continue South 51°12'00" East along said northerly right of way line, 1.52 feet to the beginning of a curve concave northeasterly and having a radius of 929.62 feet; thence southeasterly along the arc of said curve and along said northerly right of way line through a central angle of 09°22'01", an arc distance of 151.98 feet, said arc being subtended by a chord having a bearing and distance of South 55°53'01" East, 151.81 feet, thence North 33°12'24" East, 169.00 feet; thence South 56°46'47" East, 22.16 feet to the northwest corner of an existing building and the POINT OF BEGINNING; thence, along the exterior perimeter of said building, through the following 2 courses and distances, 1) South 56°46'47" East, 34.34 feet; 2) South 33°07'42" West, 43.22 feet to the southeast corner of said building; thence South 33°40'51" West, 8.94 feet to the southeast corner of a porch on the south side of said building; thence North 56°53'12" West along the southern boundary of said porch, 34.16 feet to the southwest corner of said porch; thence North 32°55'47" East, 8.98 feet to the southwest corner of said building; thence North 33°02'15" East, along the exterior perimeter of said building, 43.26 feet to the POINT OF BEGINNING.

Containing 1790 square feet or 0.04 of an acre, more or less.

INSTRUMENT # 2247089

173 PGS

LEGAL DESCRIPTION

(Building 20, 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 105.26 feet; thence North 26°48'32" East, 25.85 feet to the southeast corner of an open concrete porch and the POINT OF BEGINNING; thence continue North 26°48'32" East, along said concrete porch, 23.99 feet, to the outside face of the building wall; thence South 63°11'28" East, along said wall, 28.00 feet, to the southeast corner of a concrete entry porch; thence North 26°48'32" East, 8.00 feet, to the northeast corner of said entry porch; thence North 63°11'28" West, along the northerly line and a northwesterly extension of said entry porch, 12.00 feet, to the outside face of said building wall; thence North 26°48'32" East, along said wall, 8.90 feet, to the northeast corner of said wall; thence North 63°11'28" West, 40.98 feet, to the northerlymost corner of said wall; thence South 26°48'32" West, 40.89 feet, to the southwest corner of said wall; thence South 63°11'28" East, along the southerly edge of said wall, 8.89 feet, to the westerly edge of a concrete entry porch; thence South 26°48'32" West, 5.95 feet, to the southwest corner of said porch; thence South 63°11'28" East, 8.00 feet, to the southeast corner of said porch; thence North 26°48'32" East, 5.95 feet, to the northeast corner of said entry porch and the southwest corner of said open concrete porch; thence South 63°11'28" East, 8.09 feet, to the POINT OF BEGINNING.

Containing 1436 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

LEGAL DESCRIPTION

(Building 23, 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 northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 286.15 feet; thence South 04°17'41" East, 70.29 feet to the exterior corner of a foundation wall and the POINT OF BEGINNING; thence continue along the exterior face of said foundation wall through the following courses and distances; South 04°17'41" East, 26.60 feet; thence North 85°42'19" East, 56.76 feet; thence North 04°17'41" West, 20.60 feet; thence South 85°42'19" West, 28.84 feet; thence North 04°17'41" West, 6.01 feet; thence South 85°42'19" West, 8.00 feet; thence North 04°17'41" West, 3.50 feet; thence North 64°50'56" West, 17.73 feet; thence North 77°05'18" West, 0.67 feet; thence South 12°54'42" West, 13.00 feet, to the POINT OF BEGINNING.

Containing 1490 square feet, more or less.

LEGAL DESCRIPTION

(Building 32, Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 330.67 feet; thence South 00°00'00" East, 43.40 feet; thence North 89°13'23" West, 24.11 feet to the exterior corner of a foundation wall and POINT OF BEGINNING; thence continue North 89°13'23" West, along the exterior face of said foundation wall, 36.00 feet; thence North 00°46'37" East, along said wall, 24.17 feet; thence North 89°13'23" West, along said wall, 4.67 feet; thence North 00°46'37" East, along said wall, 7.00 feet; thence South 89°13'23" East, along said wall, 4.67 feet; thence North 00°46'37" East, along said wall, 13.50 feet; thence South 89°13'23" East, along said wall, 2.00 feet; thence North 00°46'37" East, along said wall, 7.33 feet; thence South 89°13'23" East, along said wall, 21.83 feet; thence South 00°46'37" West, along said wall, 7.33 feet; thence South 89°13'23" East, along said wall, 12.17 feet; thence South 00°46'37" West, along said wall, 44.67 feet, to the POINT OF BEGINNING.

Containing 1801 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

LEGAL DESCRIPTION

(Building 34, Haile Village Center)

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

Commence at the northwest corner of Lot 1 of Haile Plantation Unit 24, a Planned Unit Development as per plat thereof recorded in Plat Book "P", page 87 of the public records of Alachua County, Florida and run thence North 28°17'33" East, perpendicular to the centerline of S.W. 51st Road (80' R/W) as shown on said plat, a distance of 40.00 feet to said centerline; thence North 61°42'27" West, along said centerline, 90.00 feet to the centerline of S.W. 91st Street (100' R/W) as shown on said plat; thence North 79°24'36" West, 52.49 feet to the west right of way line of said S.W. 91st Street; thence continue North 79°24'36" West, 425.56 feet; thence South 30°57'59" West, 213.77 feet; thence North 57°39'39" West, 32.64 feet to the exterior corner of a foundation wall, and the POINT OF BEGINNING; thence continue North 57°39'39" West, along the exterior face of said foundation wall, 35.98 feet; thence South 32°20'21" West, along said wall, 51.47 feet; thence South 57°39'39" East, along said wall, 35.98 feet; thence North 32°20'21" East, along said wall, 51.47 feet, to the POINT OF BEGINNING.

Containing 1852 square feet, more or less.

LEGAL DESCRIPTION

(Building 52, 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 01°18'22" East, along the west boundary of said Haile Plantation Unit 29, a distance of 25.00 feet to the centerline of said S.W. 49th Place; thence South 88°41'38" West, along said centerline, 85.73 feet to the intersection with the centerline of S.W. 91st Terrace; thence North 02°13'24" East, along the centerline of said S.W. 91st Terrace, 156.16 feet; thence North 87°46'36" West, 31.00 feet to the northeast corner of an existing foundation wall and the POINT OF BEGINNING; thence continue along the exterior perimeter of said foundation wall through the following courses and distances: North 87°46'36" West, 28.00 feet; thence South 02°13'24" West, 76.00 feet; thence North 87°46'36" West, 14.00 feet; thence South 47°13'24" West, 11.33 feet; thence South 02°13'24" West, 14.00 feet; thence North 87°46'36" West, 64.00 feet; thence South 02°13'24" West, 28.00 feet; thence South 87°46'36" East, 106.67 feet; thence North 47°13'24" East, 10.39 feet; thence North 02°13'24" East, 118.67 feet to the POINT OF BEGINNING.

Containing 6362 square feet, more or less.

INSTRUMENT # 2247089
173 PGS

LEGAL DESCRIPTION

(Haile Village Center, Pool/Clubhouse)

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

Commence at the southeast corner of Haile Plantation, Unit 30, Phase II, a Planned Unit Development as per plat thereof recorded in Plat Book 22, page 49 of the public records of Alachua County, Florida and run thence South 88°41'38" West, along the centerline of S.W. 49th Place as shown on said plat, a distance of 24.38 feet; thence North 80°36'44" West, along said centerline, 325.90 feet; thence South 09°23'16" West, 109.58 feet; thence North 90°00'00" West, 25.14 feet to the northeast corner of a pool deck and clubhouse facility and the POINT OF BEGINNING; thence continue North 90°00'00" West, along the outside edge of said deck and clubhouse facility, 74.00 feet to the northwest corner of said clubhouse; thence South 00°00'00" East, 90.30 feet to the southwest corner of said pool deck; thence North 90°00'00" East, 74.00 feet to the southeast corner of said pool deck; thence North 00°00'00" East, 90.30 feet to the POINT OF BEGINNING.

Containing 6,682 square feet, more or less.

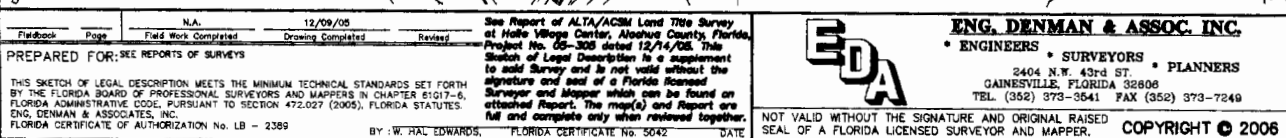
INSTRUMENT # 2247089

173 PGS

day of 11 2006

Clerk,

Deputy Clerk CONDO. BOOK / PG. 38
S. 002134 E





ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS

EXHIBIT A-2

REPORT OF ALTA/ACSM LAND TITLE SURVEYS OF BUILDINGS “2, 3, 3B, 3C, 8, 12, 13, 17a, 17b, 20, 23, 32, 34, 52, A, B, C, D, E, F, G, H, I, J, K, L and Pool Parcel” AT HAILE VILLAGE CENTER, SECT. 19 and 20, TWP. 10 S, RGE. 19 E, ALACHUA COUNTY, FLORIDA.

PROJECT NUMBER 05-305, (December 14, 2005)

MAP OF ALTA/ACSM LAND TITLE SURVEY:

See Maps of ALTA/ACSM Land Title Surveys of Buildings “EXHIBITS A-4” at Haile Village Center, Sect. 19 and 20, Twp 10 S, Rge. 19 E, Alachua County, Florida, dated (December 14, 2005). These survey maps and report are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper, which can be found in this report. The maps and report are full and complete only when reviewed together, including Sketch of Legal Description of Haile Village Center “EXHIBIT A-2”.

LEGAL DESCRIPTIONS OF SUBJECT PROPERTY:

See “EXHIBITS A-1”

INSTRUMENT # 2247089
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Report of ALTA/ACSM Land Title Survey
Project Number 05-305
December 14, 2005 (continued)

STANDARD ABBREVIATIONS LEGEND:

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

INSTRUMENT # 2247089
173 PGS

Report of ALTA/ACSM Land Title Survey
 Project Number 05-305
 December 14, 2005 (continued)
STANDARD LEGEND – SYMBOLS & LINETYPES

4"PVCGREY ○ = UTILITY "PULL BOX"	SWGEAR  = SWITCH GEAR (ELECTRIC)
CO ○ = CLEANOUT (SANITARY)	TELCOM  = TELECOMMUNICATIONS RISER
CTVR  = CABLE TV RISER	TELVLT  = 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	
_____ II _____ = WOOD FENCE LINE	
_____ WL _____ = WATER LINE	

DATA SOURCES:

Bearing structure as shown herein is based on surrounding platted property as protracted into the Haile Village Center Development, established and monumented as centerline control for the entire Development.

Elevations shown herein are based on elevations established and maintained as vertical control for the entire Haile Plantation Planned Unit Development as protracted from benchmarks established and recorded on surrounding platted property.

Instruments of record affecting the Subject Property described herein were provided by the office of Salter, Feiber, Murphy, Hutson & Menet, P.A. in a Title Insurance Commitment issued by Attorneys' Title Insurance Fund, Inc. numbered: C-7015703 with an effective date of October 10, 2005 as received by this office Dec. 8, 2005. 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 the owner or 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.

INSTRUMENT # 2247089
 173 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 5) 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 6) 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.
- Item 7) 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, OR 2348/2291, OR 2900/1012 and OR 3275/408:
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 8) 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.
- Item 9) Covenants, conditions and restrictions recorded in O.R. Book 2196, pg. 728 and corrected by O.R. 2273, pg. 2922:
The final legal description affected by these covenants includes portions of Buildings "K" and "L" of the properties surveyed during this project.
- Item 10) Easement from Haile Village Owner's Association, Inc. to 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. Note: Item 15, following, provides for additional lands between the original "Parcel" boundaries and the ultimate "Building" boundaries to be added to this easement.

*Report of ALTA/ACSM Land Title Survey
Project Number 05-305
December 14, 2005 (continued)*

- Item 11) Easement from Fleeman/Kaskel, Trustees to City of Gainesville, recorded in O.R. Book 1701, pg. 2565:
Parcel I as described does not affect any of the subject properties or common area.
Parcel II as described crosses the common areas on the west side of the overall project.
- Item 12) Easement from Fleeman/Kaskel, Trustees to City of Gainesville, recorded in O.R. Book 1878, pg. 232:
Portions of the easement as described cross the common area on the east, north and west sides of the overall project.
- Item 13) Easement from Haile Plantation Corp. to BellSouth Telecommunications, Inc., recorded in O.R. Book 1984, pg. 2794:
This easement for a climate controlled equipment vault occupies a small portion of the common area near the southeast corner of the overall project and overlays an older easement recorded in O.R. 1590, pg. 1550.
- Item 14) Easement from Haile Village Owner's Association, Inc. to City of Gainesville, recorded in O.R. 1569, pg. 26:
A portion of the easement as described crosses the common area on the far west side of the overall project near the southwest corner.
- Item 15) Easement from Haile Village Center Owner's Association, Inc. to City of Gainesville, recorded in O.R. Book 3275, pg. 414:
This easement provides for additional lands between the original "Parcel" boundaries and the ultimate "Building" boundaries to be added to the area granted in the original easement recorded in O.R. 2435, pg. 2952 noted in Item 10.

INSTRUMENT # 2247089
173 PGS

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 Alachua County, Florida Public rights of way. Rights of Ingress and Egress to the Subject property over the internal private roadways and across all "Common Property" from these public roads is granted by Article IV of the Covenants and restrictions for Haile Village Center as recorded in O.R. 1896, pg. 1326 et seq. as amended.

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 and expanded by O.R. 3275, pg. 414. Sanitary sewer leaves the subject property at the west boundary and leaves the site infrastructure through the public utilities easement along the west and north boundary of the Haile Village Center as recorded in O.R. Bk. 1878 pg. 232.

In the specific case of the Pool Parcel, there are no curb cuts which encourage easy vehicular traffic directly onto the subject property. An unimproved "golf cart" path exists providing relatively unimpeded access for such vehicles to a rear (west) storage area in the building on this Parcel, after carefully mounting the curb at SW 91st Court and accessing the path from an asphalt paved "pedestrian" path approximately 150 feet south of the south boundary of this Parcel. It appears to be the clear intent that this Parcel be accessed by its intended users as pedestrians from SW 91st Court which is easily accessible by vehicles by way of the Public rights of way mentioned in the first paragraph, above.

FEMA FLOOD PLAIN STATUS:

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

According to the approved Civil Engineering Site Plan for Haile Village Center, Phase IV (1995) and Haile Village Center, Phase VI (1996) the 100 year Flood Plain Elevation established for the S.W. 91st Master Drainage Basin is 81.10 feet . The buildings in this particular project which are in the vicinity of said elevation contour are Buildings 12, E, F, G and H.

INSTRUMENT # 2247089
173 PGS

PROCEDURAL NOTES:

- 1) The Legal Descriptions of these building parcels were written to describe the area contained within the perimeter of the foundation walls. Future surveys must re-measure accordingly in order to perform a correct re-tracement.
- 2) Finished floor elevations were measured on the unfinished first floor of the main residential or commercial areas prior to installation of the carpet or tile finish.
- 3) Building heights were either measured directly or calculated with measured zenith angles, measured distances between exterior walls and measured distances to the midline of the roof peak.
- 4) Locations and sizes of second and third floor Balconies are estimated and have not been physically measured.

CERTIFICATION OF SURVEY:

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Florida, do hereby certify to: **HVC Partners, LLC, Colson Park Capital, Inc., Wachovia Bank, National Association, Attorneys' Title Insurance Fund, Inc., Salter, Feiber, Murphy, Hutson & Menet, P.A., Holden, Rappenecker & Eubank, P.A., and T. Stewart Gibson, PLLC**; that a survey was made on the ground of the herein described land and improvements completed on the 3rd day of November, 2005 and that this survey fully and correctly represents the subject property, including all buildings, structures and improvements thereon. I have shown all easements and rights of way of record furnished to me by the title insurance company or examining attorney, (with reference to recording data) or of which I have knowledge or have been advised, whether or not of record, affecting the property and unless otherwise shown, the physical evidence and recorded description of such easements conform. All of said buildings, structures and improvements, including location and dimensions, are correctly depicted and are fully completed, except as shown hereon. I further certify there are no (i) easements, (ii) rights of way across said property, (iii) party walls, (iv) encroachments on adjoining properties or streets by any of said buildings, structures or improvements, or (v) encroachments on said property by buildings, structures or other improvements situated on adjoining property, except as shown hereon; there are no streams, rivers, ponds, lakes, ditches or drains located or bordering on or running through the subject premises, except as shown; there are no gaps, gores or overlaps between parcels and their ingress/egress to Public rights of way. The record description of the subject property forms a mathematically closed figure. The current zoning is "PUD" by Alachua County, Florida. The issuance of building permits by Alachua County, Florida is evidence that the subject property meets the current zoning requirements. None of the herein described land lies within flood hazard areas in accordance with the FEMA Flood Insurance Rate Map, Community Panel Number 120001 0425 A. Said map shows an effective date of September 28, 1984 and shows the entirety of the described subject property. All public roads, highways, streets and alleys and lines of possession or occupancy have been shown and proper notation made where in conflict with the legal description; there are no boundary line discrepancies and no deficiencies in the quantity of the land described in the legal description; the survey was actually made on the ground as per record description furnished by the title insurance company or examining attorney and is true and correct. Also this certifies that there are no parking spaces in said property. I further certify that this survey complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the American Congress of Surveying and Mapping in 1999, and includes Items 1,2,3,4,6,7(a),7(b)(1),7(c),8,10 and 11(b) of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instrumentation and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys." and that 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.

The Certification of "Substantial Completion" referenced below, is to completion of improvements adequate to measure, describe and display the facts regarding the relative size, shape and position of the Units, the Common Elements and the Limited Common Elements. No other certification is made or implied as to any other state of completion.

[Signature page follows]

INSTRUMENT # 2247089
173 PGS

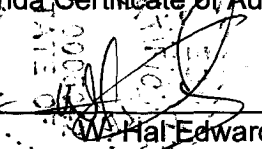
SIGNATURE PAGE

CONDOMINIUM CERTIFICATION:

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.

Eng. Denman & Associates, Inc.

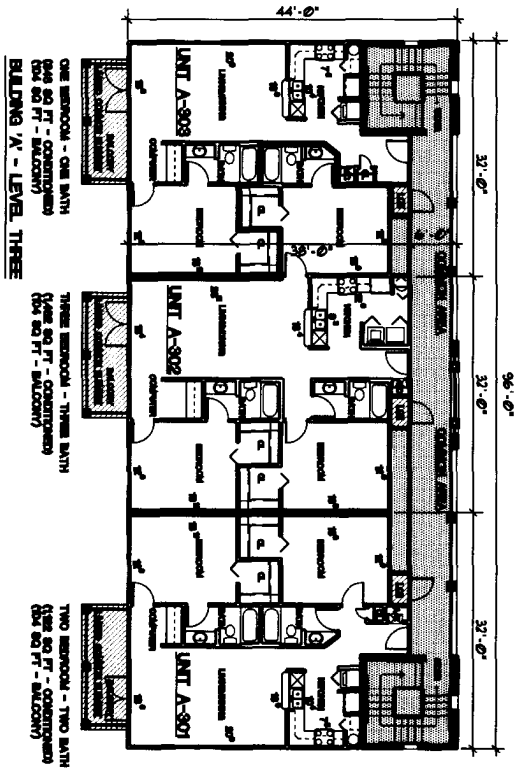
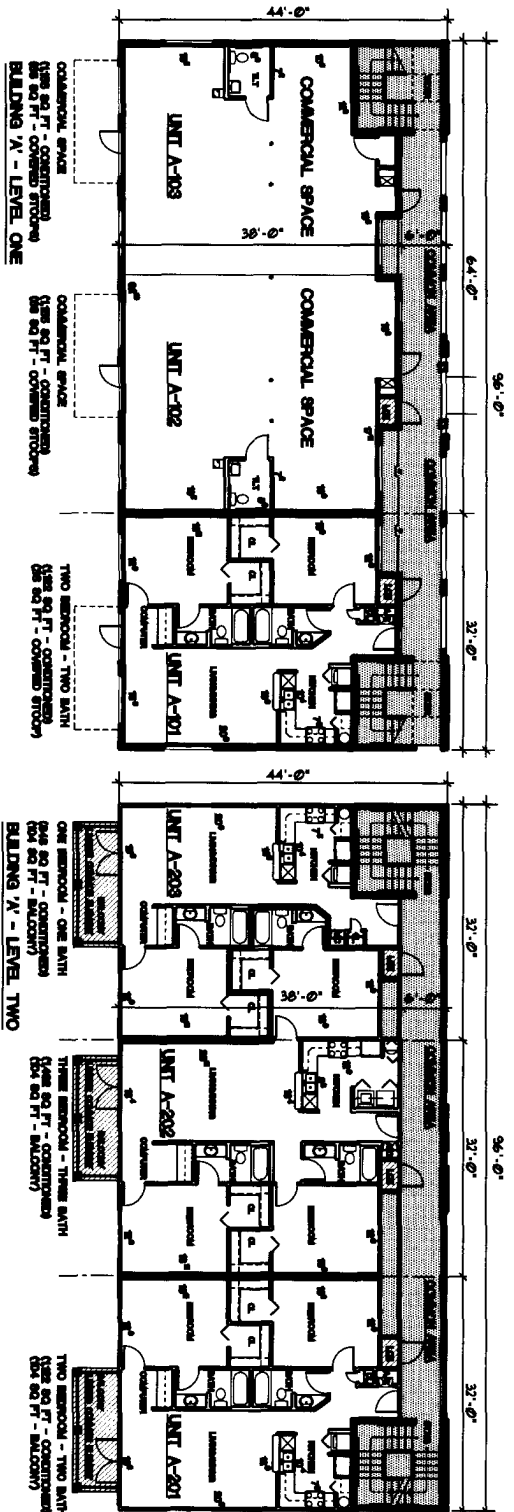
Florida Certificate of Authorization No. LB - 2389

By:  _____

Hal Edwards

, LS 5042 Dated: June 9, 2006

INSTRUMENT # 2247089
173 PGS



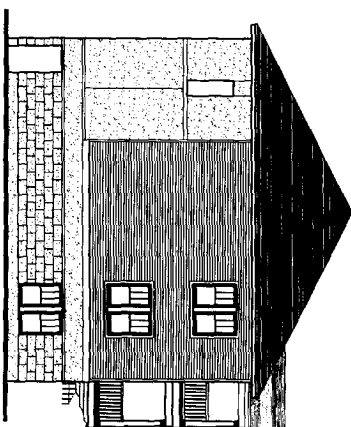
COMMON AREA
LSE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3
BUILDING V
FLOOR PLANS AND UNIT DESIGNATIONS

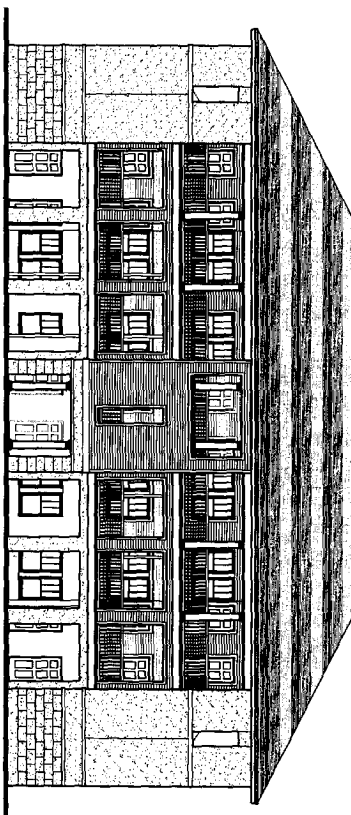
associated florida architects, inc.
802 NW 23rd Avenue, Gainesville, Florida 32603-3534
352 375-3005 www.afafla.com 352 375-5397 fax

INSTRUMENT # 2247089

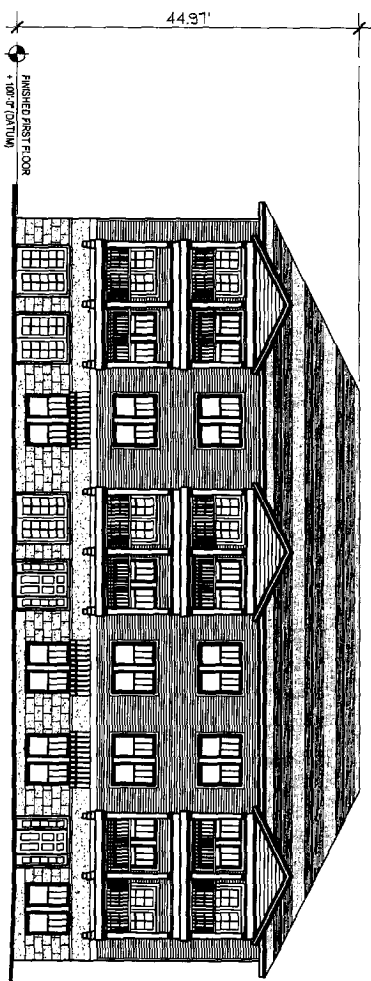
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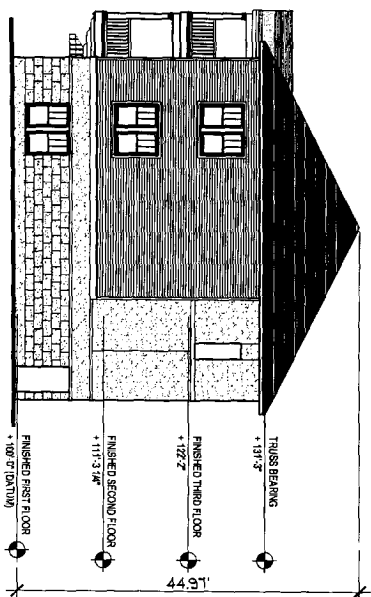
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



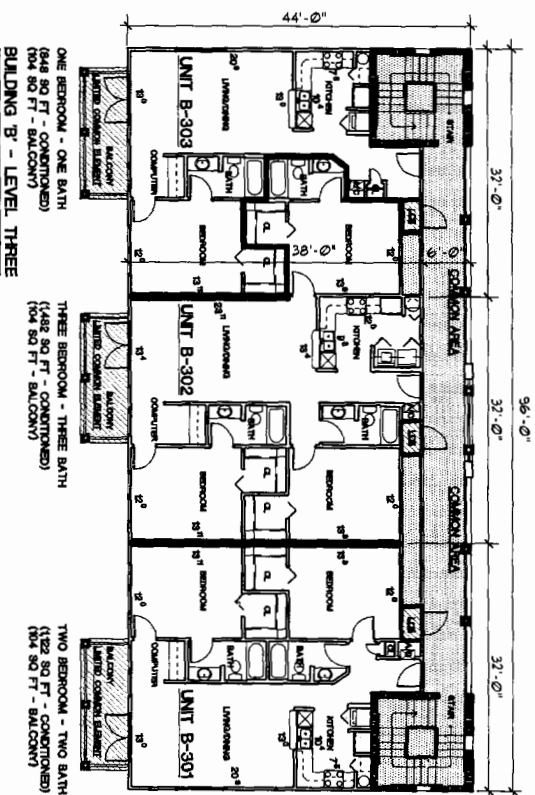
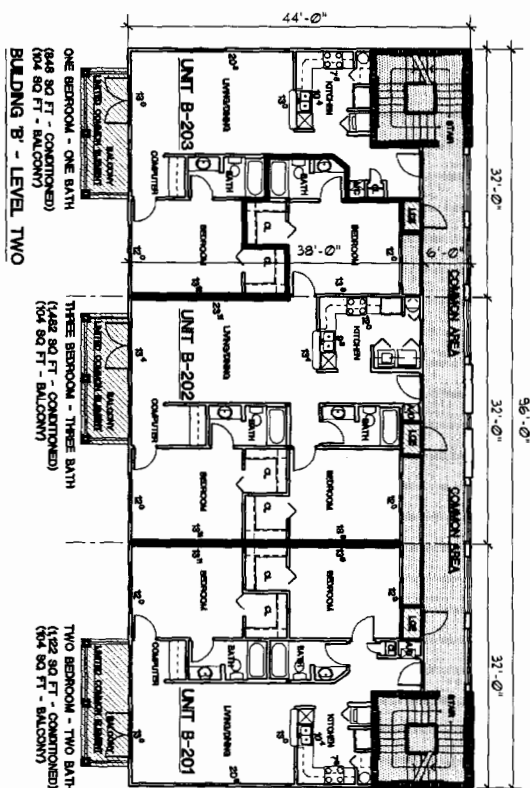
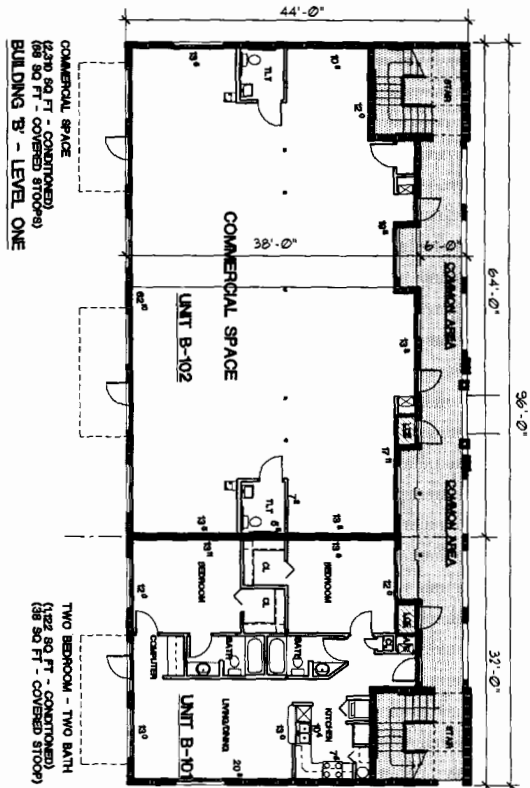
RIGHT SIDE ELEVATION

BUILDING A - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING A
EXTERIOR ELEVATIONS





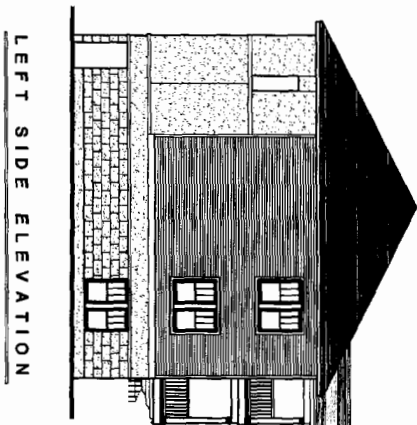
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

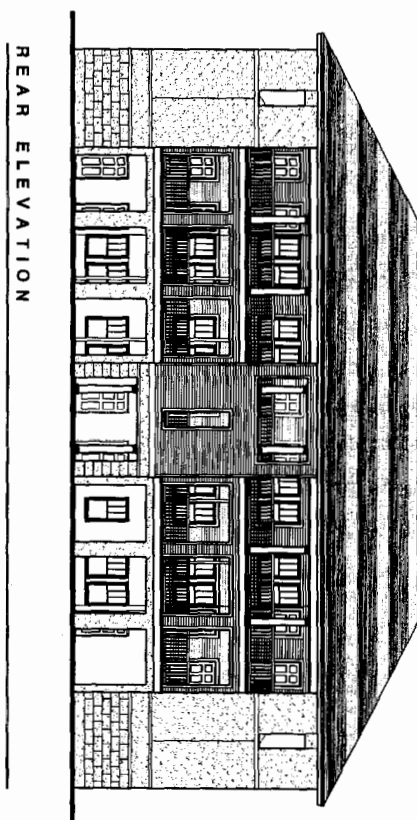
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

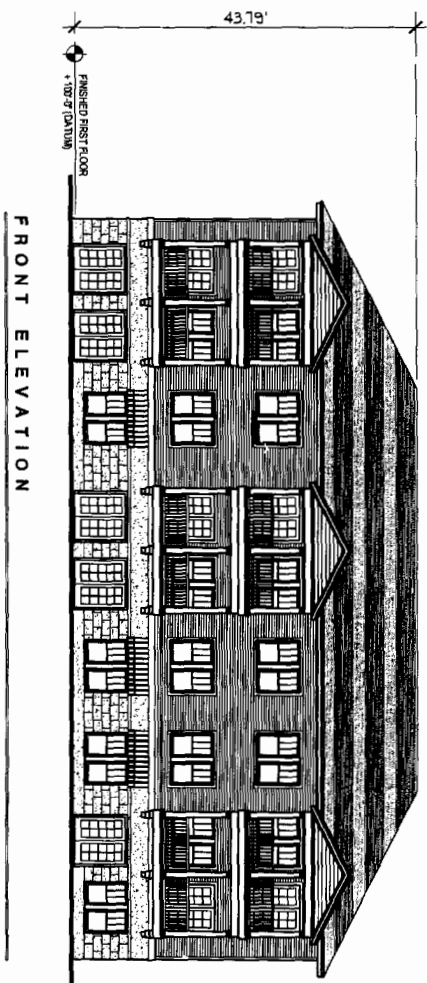
associated florida architects, inc.
802 NW 23rd Avenue, Suite 300, Fort Lauderdale, Florida 33305-3634
352 375-5005 www.afarch.com 352 375-5597 fax



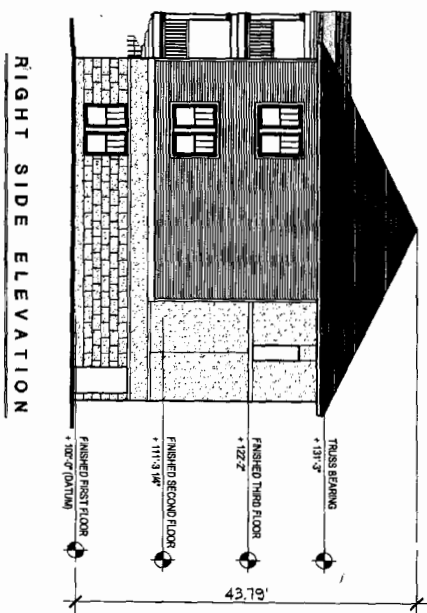
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

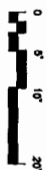


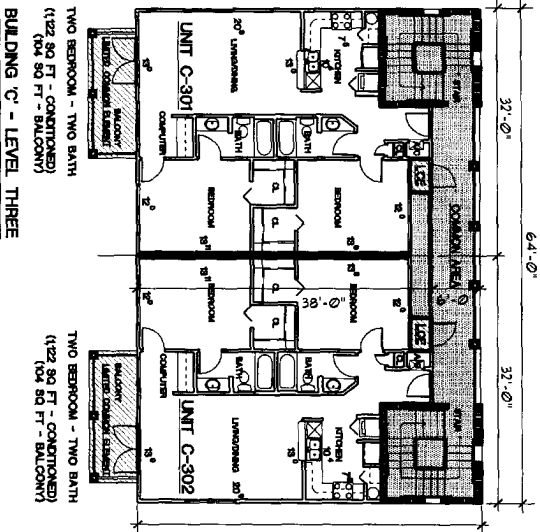
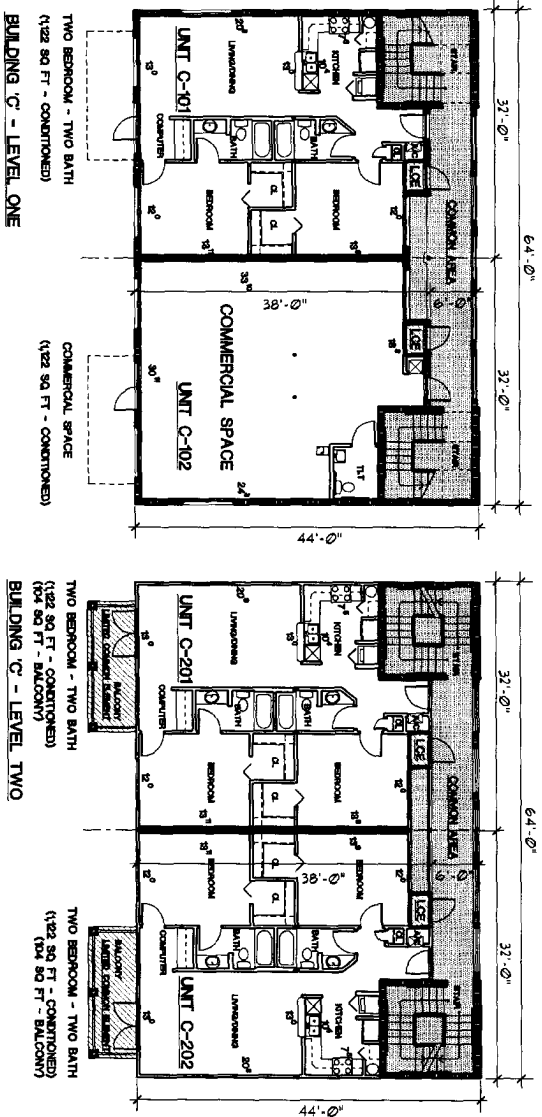
RIGHT SIDE ELEVATION

BUILDING B - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING B
EXTERIOR ELEVATIONS



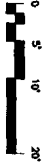


COMMON AREA
LOE - LIMITED COMMON ELEMENT

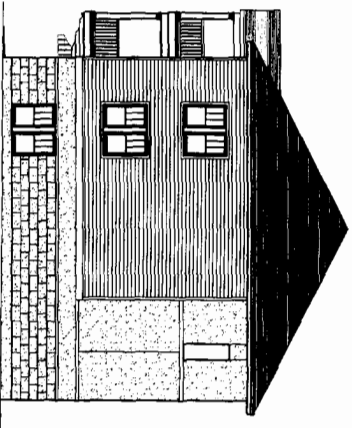
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

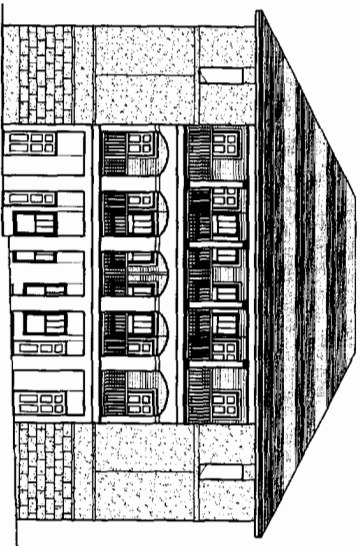
FLOOR PLANS AND UNIT DESIGNATIONS



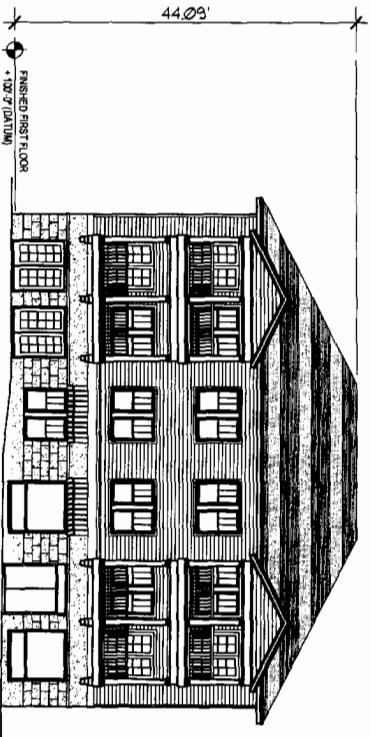
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602 nw 23rd avenue, suite 100
fort Lauderdale, florida 33309-5534
352 375-5005 www.afarch.com 352 375-5537 fax



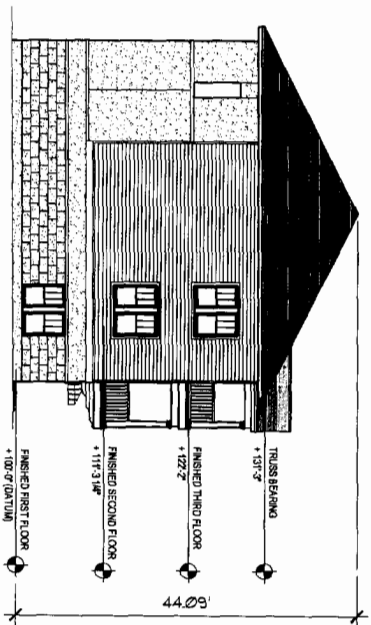
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

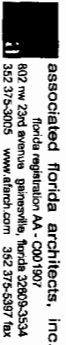
BUILDING C - EXTERIOR ELEVATIONS

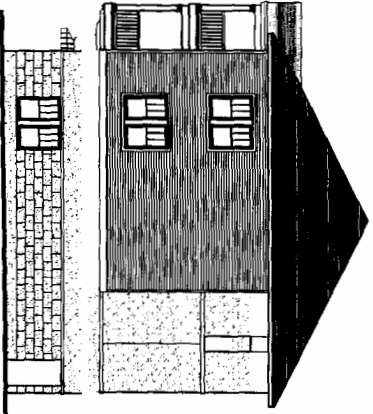
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

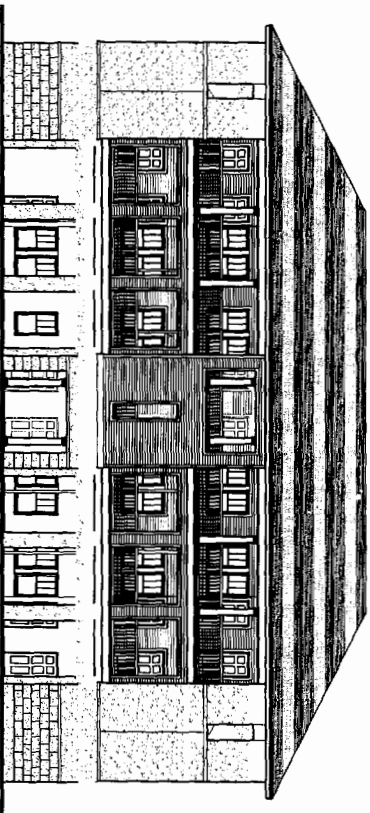
BUILDING C
EXTERIOR ELEVATIONS



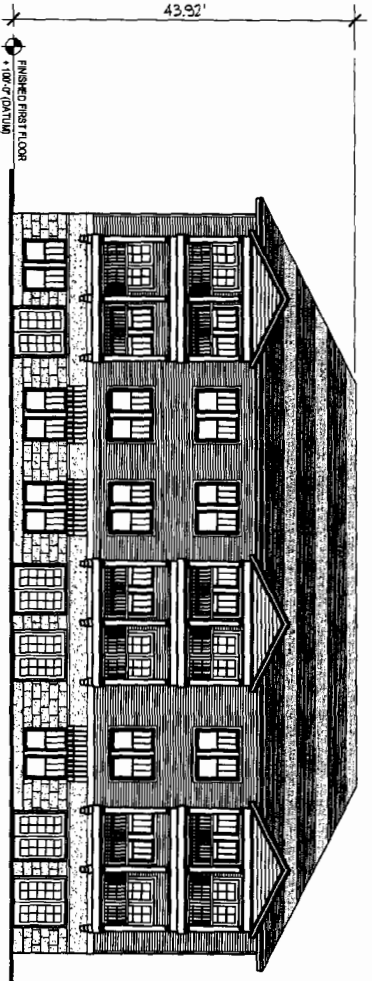




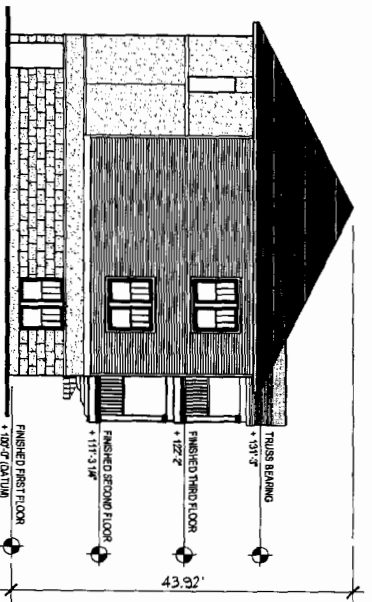
RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



LEFT SIDE ELEVATION

BUILDING D - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM

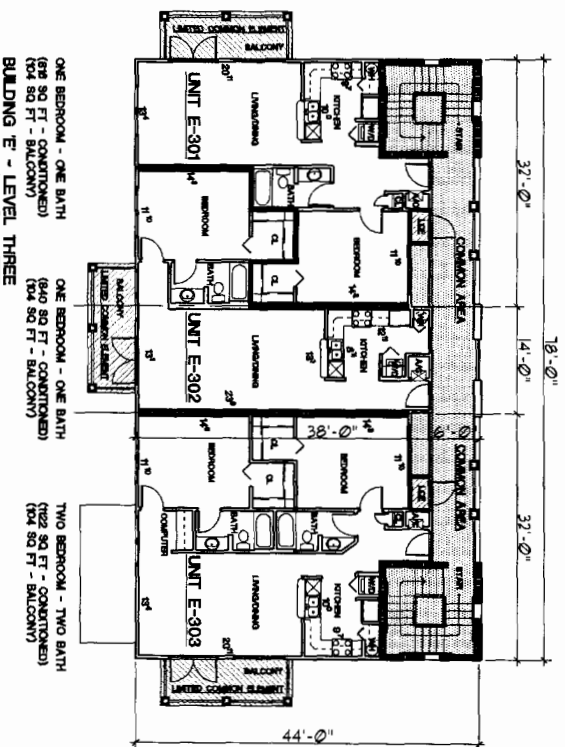
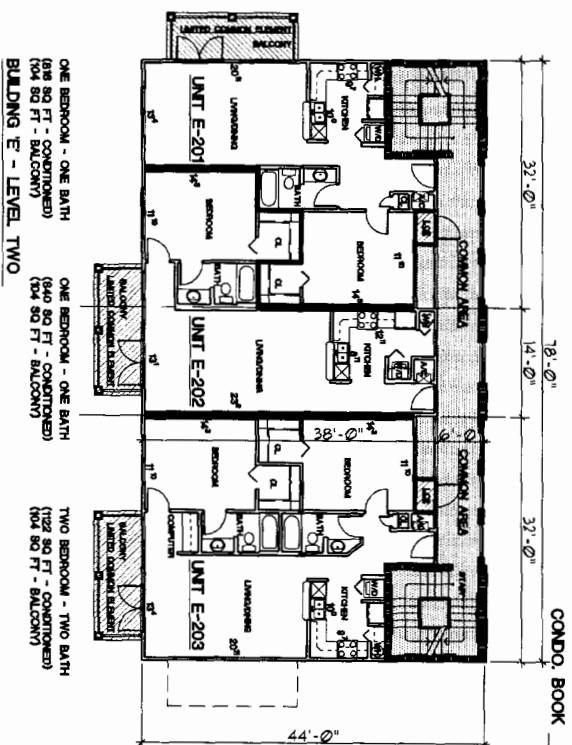
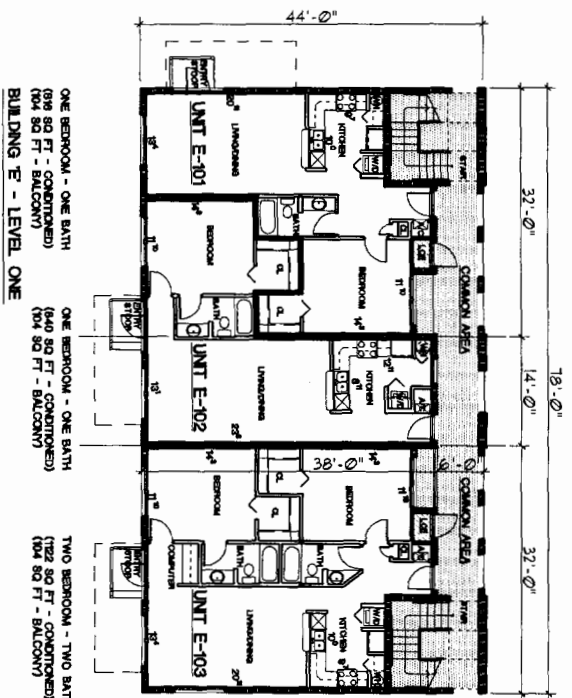
EXHIBIT A-3

BUILDING D

EXTERIOR ELEVATIONS

0 5' 10' 20'

associated florida architects, inc.
florida registration AA-C001907
402 nw 25th avenue gainesville, florida 32609-3534
352 375-5005 www.aflarch.com 352 375-5587 fax



COMMON AREA
LCE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM

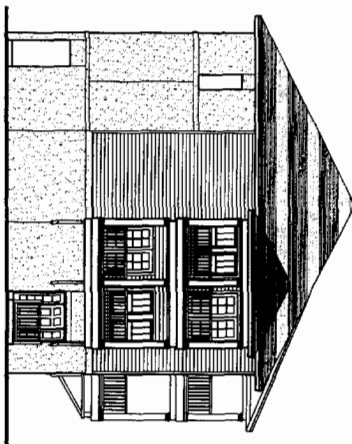
EXHIBIT A-3

BUILDING E

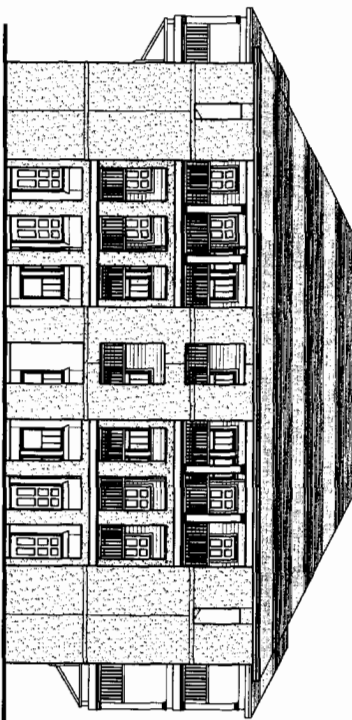
FLOOR PLANS AND UNIT DESIGNATIONS

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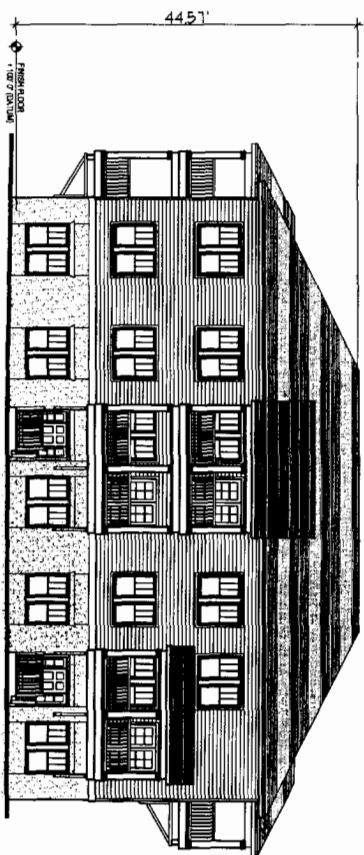
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802 nw 23rd avenue, suite 200
fort Lauderdale, florida 33309-3504
352 375-3005 www.associatedfla.com 352 375-5587 fax



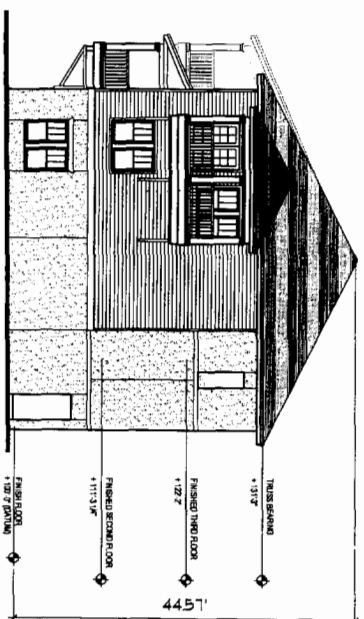
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING E - EXTERIOR ELEVATIONS

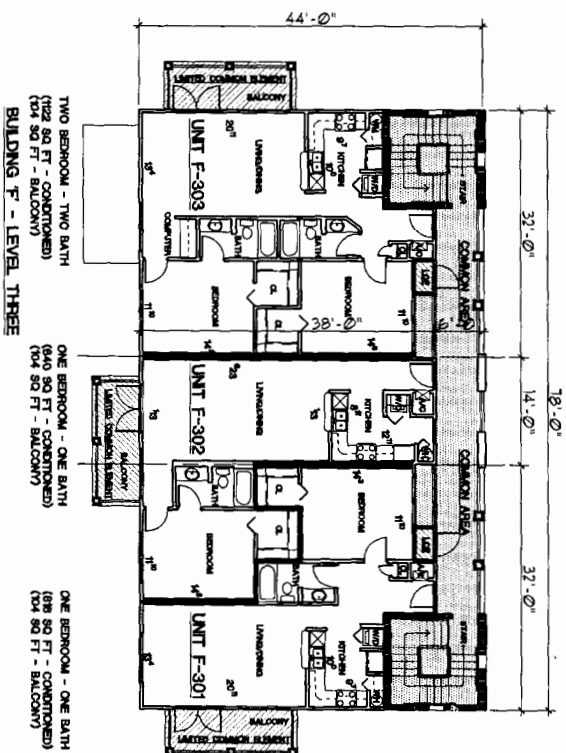
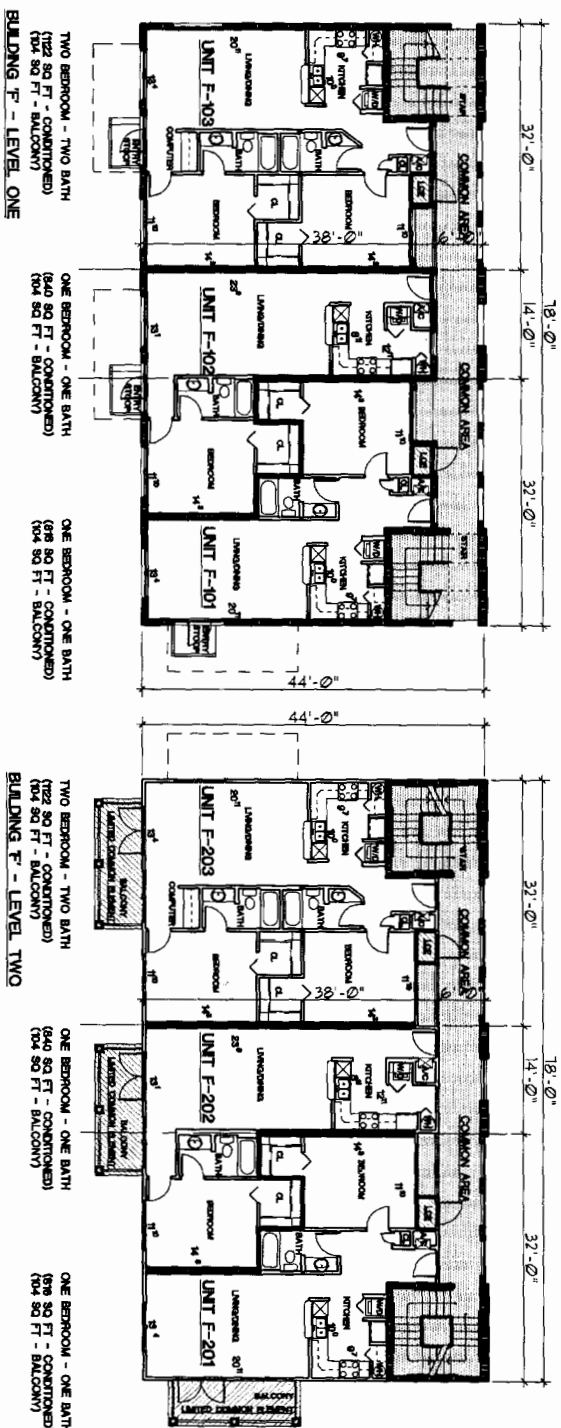
VILLAGE AT HALE A CONDOMINIUM

EXHIBIT A-3

BUILDING E

EXTERIOR ELEVATIONS





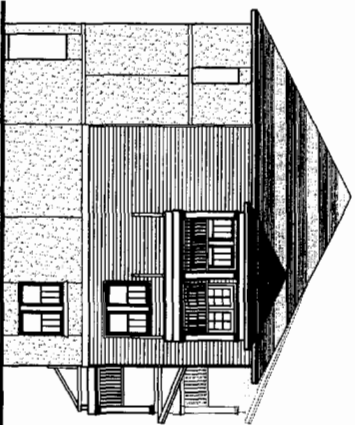
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

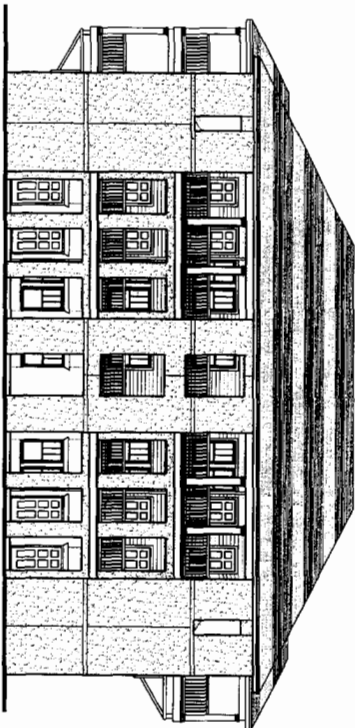
FLOOR PLANS AND UNIT DESIGNATIONS



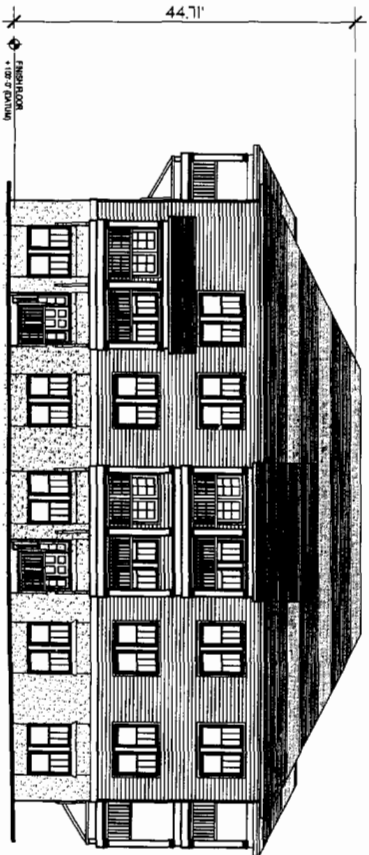
LEFT SIDE ELEVATION



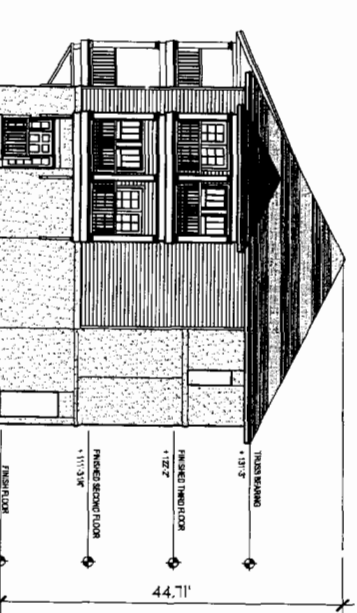
REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION



BUILDING T - EXTERIOR ELEVATIONS

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

BUILDING T

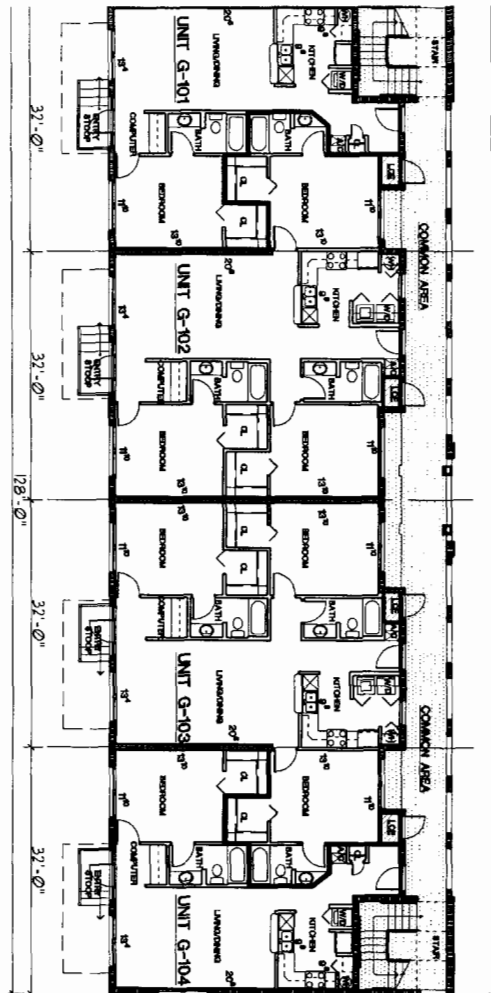
EXTERIOR ELEVATIONS



128'-0"

128'-0"

CONDO. BOOK 7, PAGE 54



ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

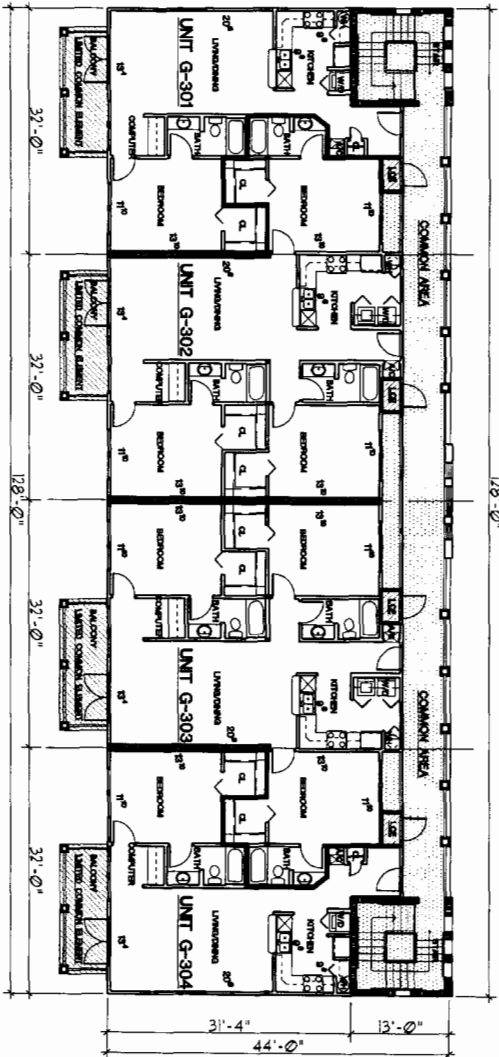
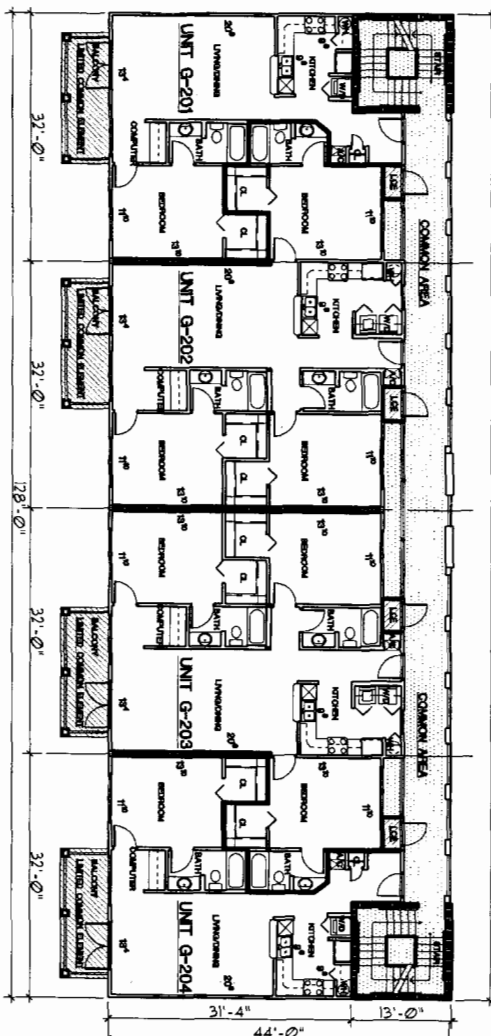
ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

BUILDING 'G' - LEVEL TWO



ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

THREE BEDROOM - THREE BATH
(1482 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

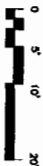
ONE BEDROOM - ONE BATH
(848 SQ FT - CONDOMINIUM)
(104 SQ FT - BALCONY)

VILLAGE AT HALE, A CONDOMINIUM

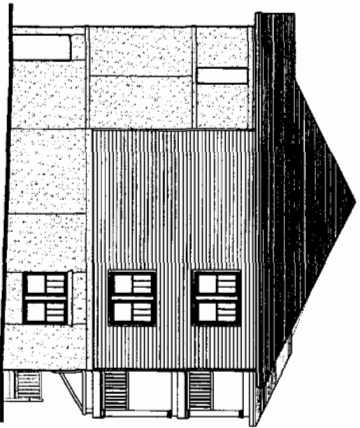
EXHIBIT A-3

BUILDING 'G'

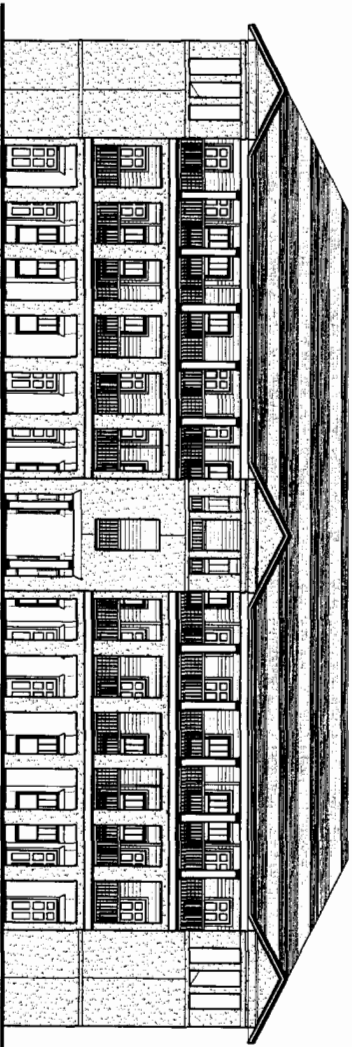
FLOOR PLANS AND UNIT DESIGNATIONS



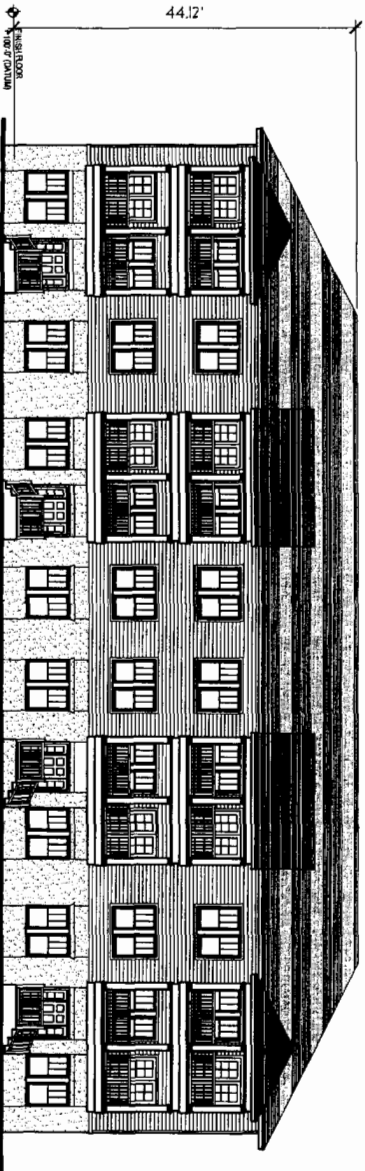
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802 NW 23rd Avenue, Suite 100, Fort Lauderdale, Florida 33309-3534
352 375-3005 www.afafla.com 352 375-3587 fax



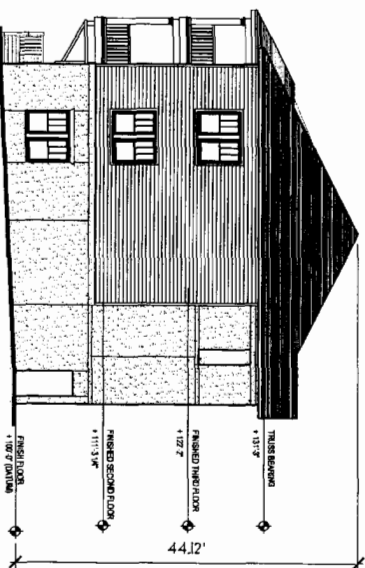
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

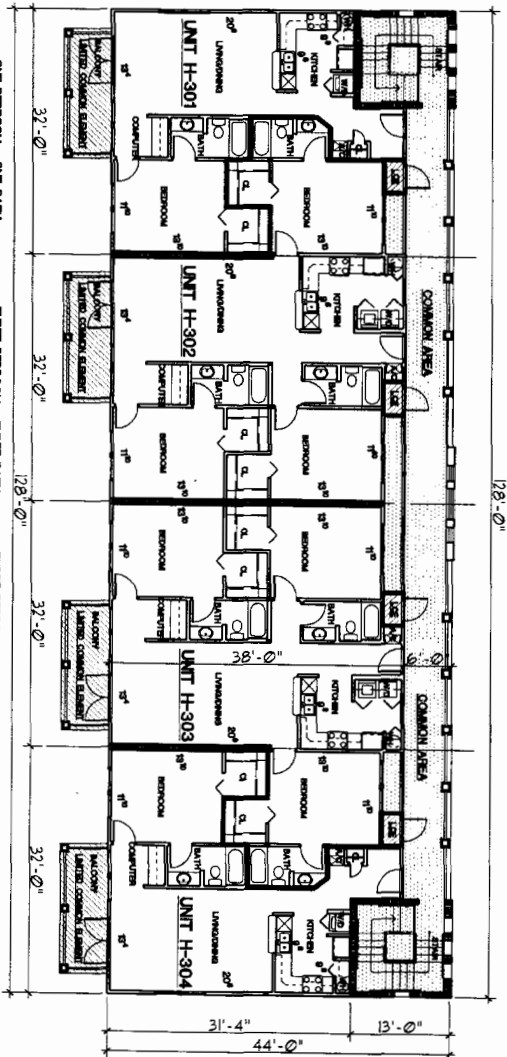
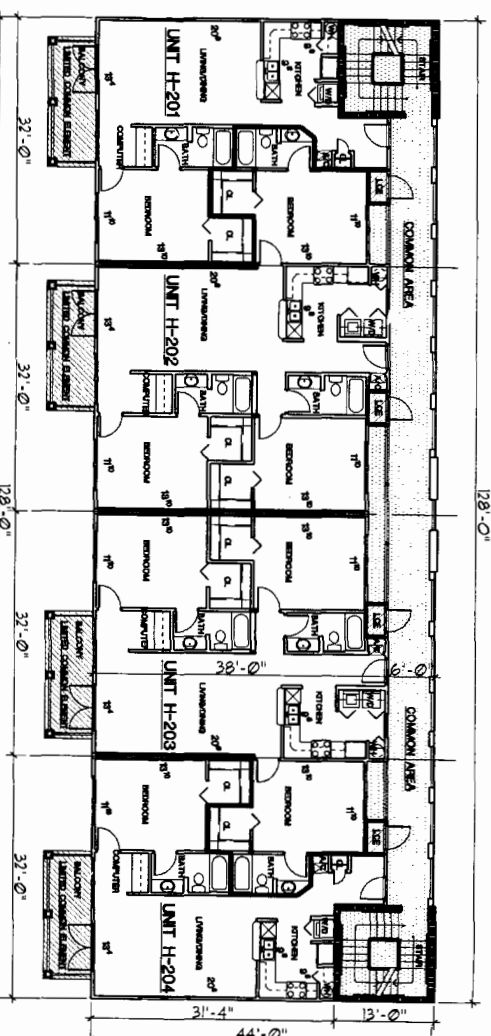
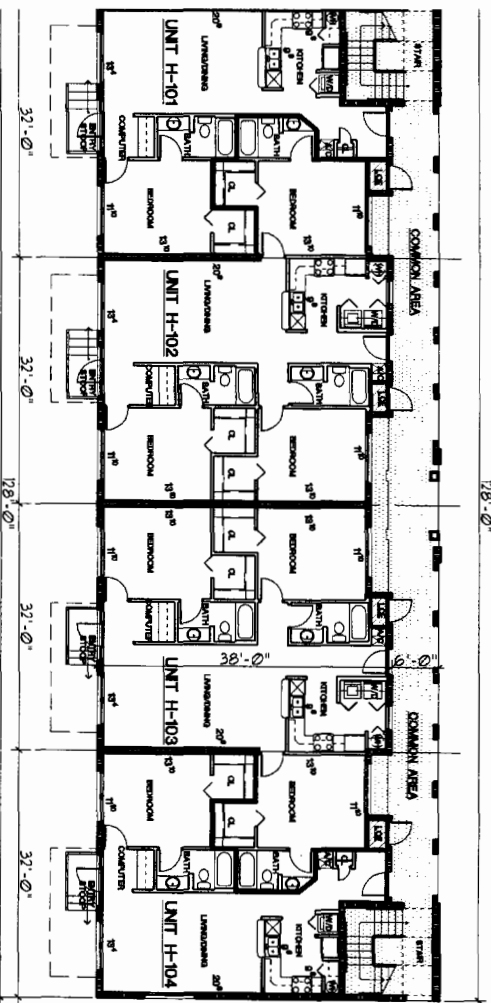
BUILDING 'G' - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 'G'

EXTERIOR ELEVATIONS





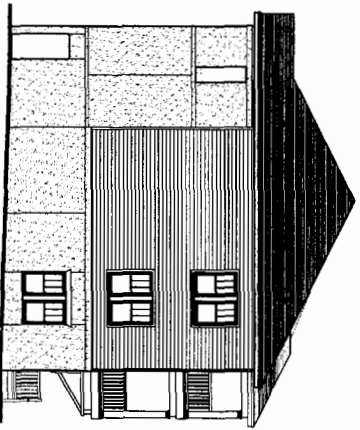
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

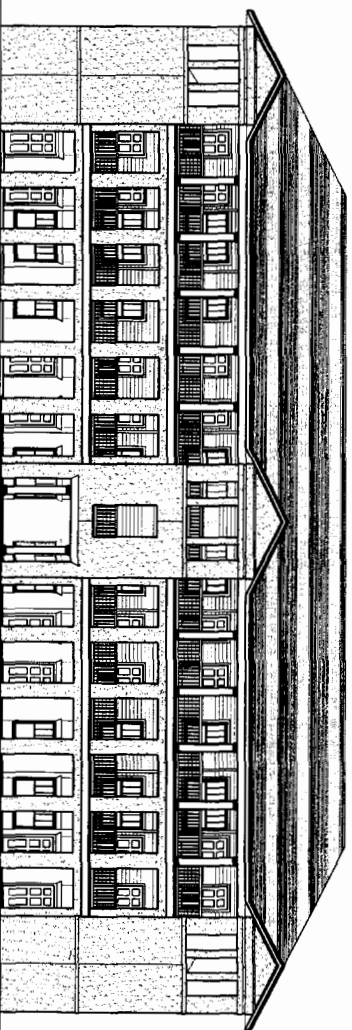
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

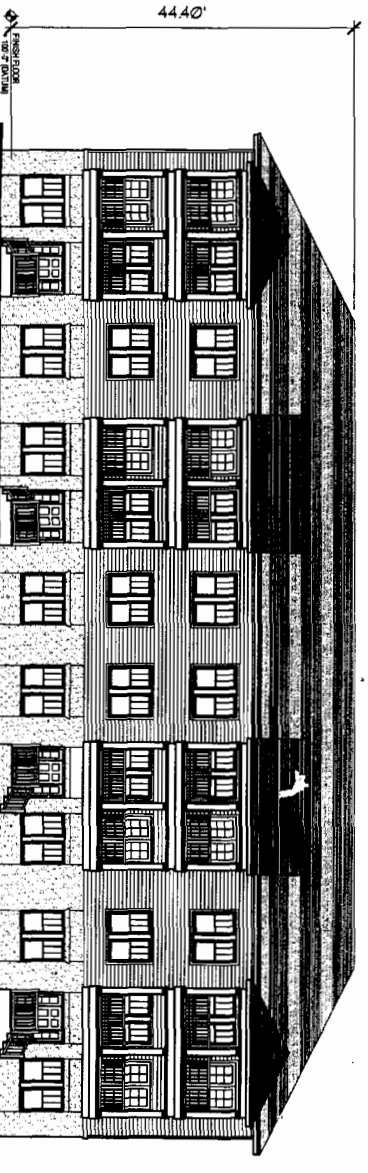
associated florida architects, inc.
602 nw 23rd avenue
fort Lauderdale, florida 33309-3534
352 375-3005 www.afarch.com 352 375-5887 fax



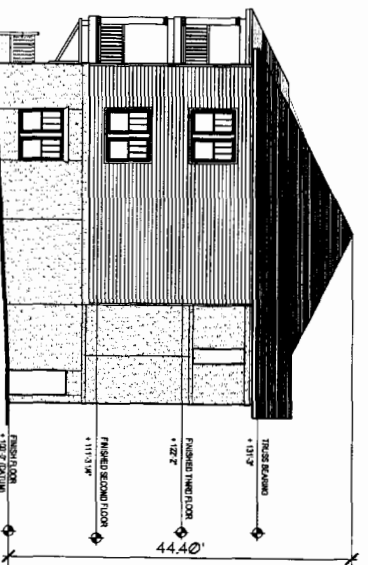
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



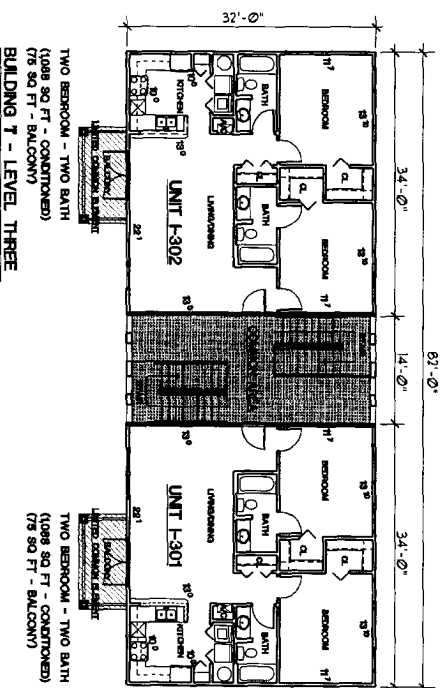
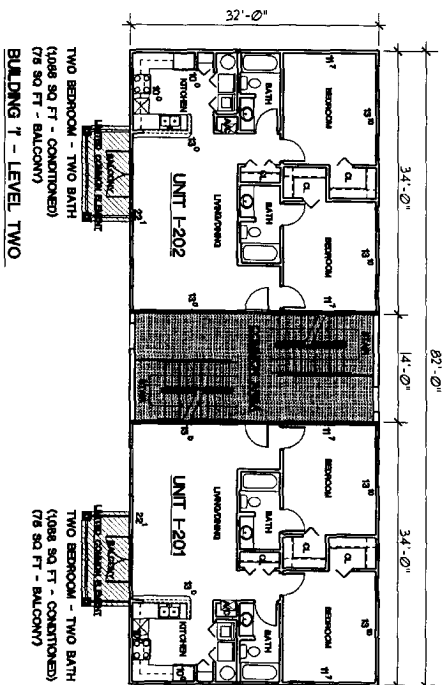
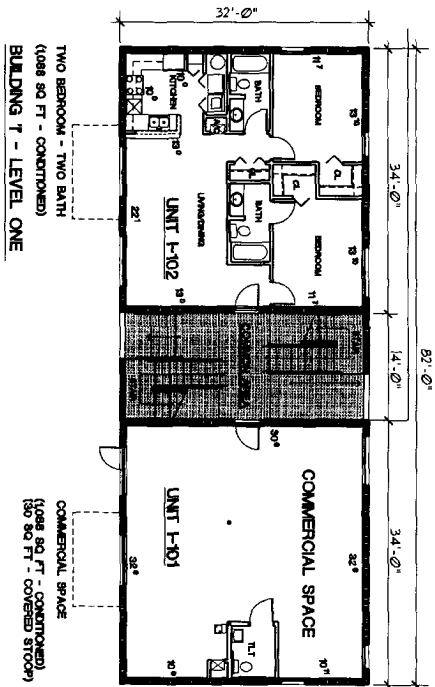
RIGHT SIDE ELEVATION

BUILDING 11 - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 11
EXTERIOR ELEVATIONS





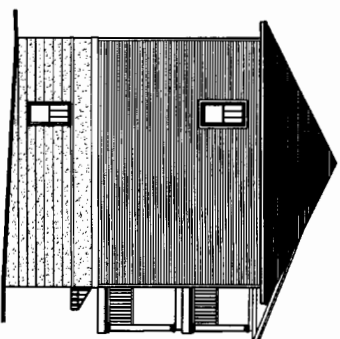
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

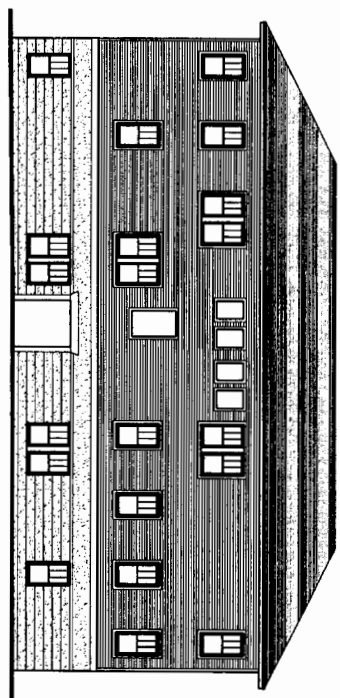
FLOOR PLANS AND UNIT DESIGNATIONS
BUILDING T

0 5' 10' 20'

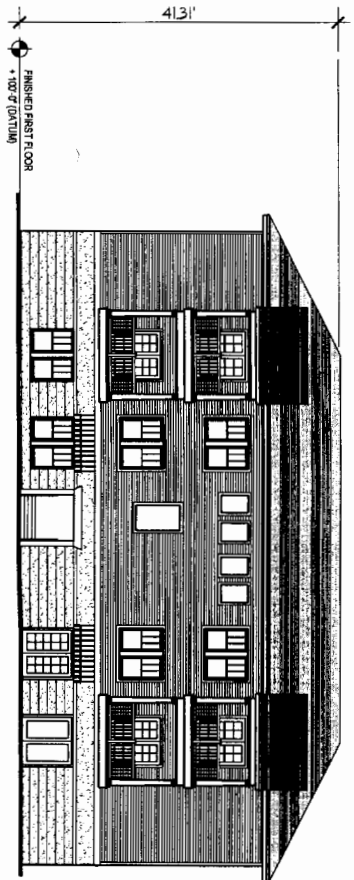
associated florida architects, inc.
802 nw 2nd street, suite 100
fort Lauderdale, florida 33304
352 375-3005 www.aflarch.com 352 375-5397 fax



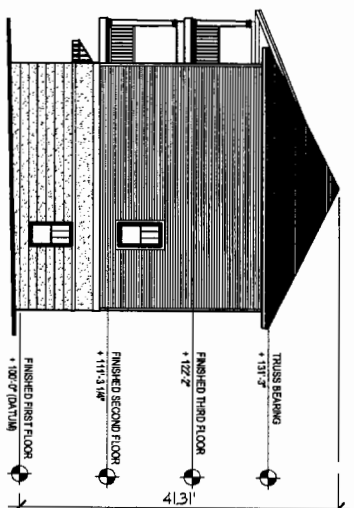
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING T - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING T

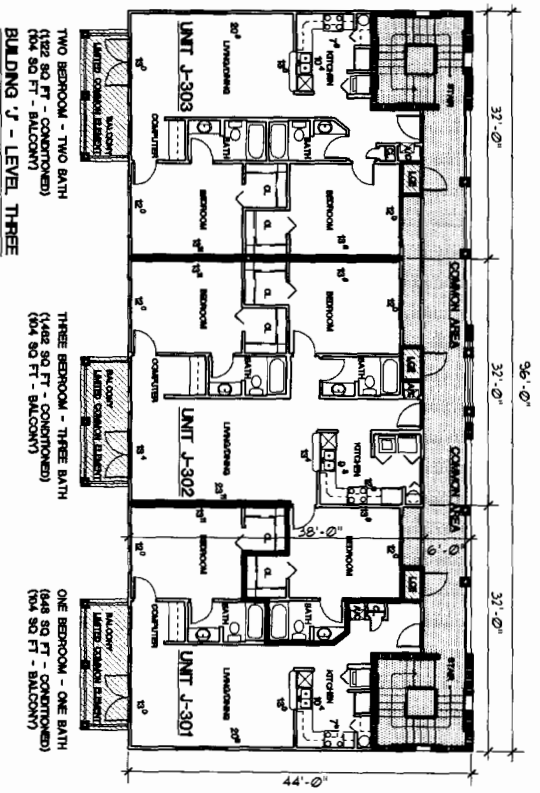
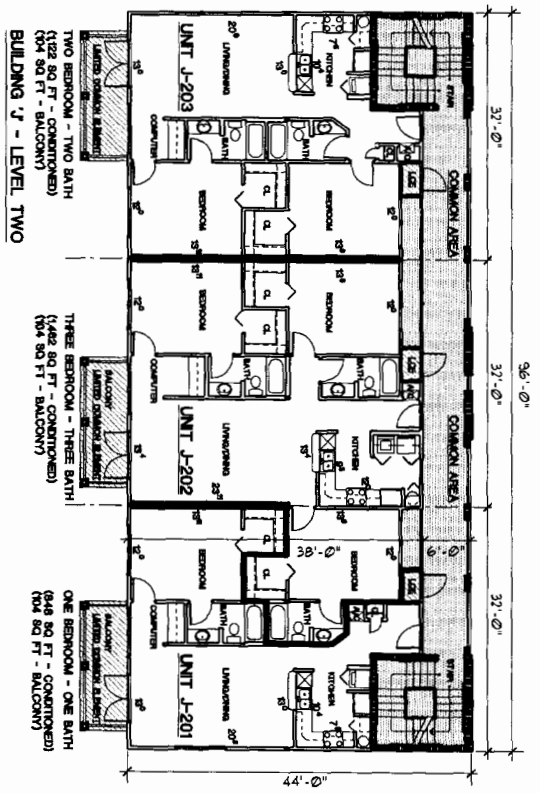
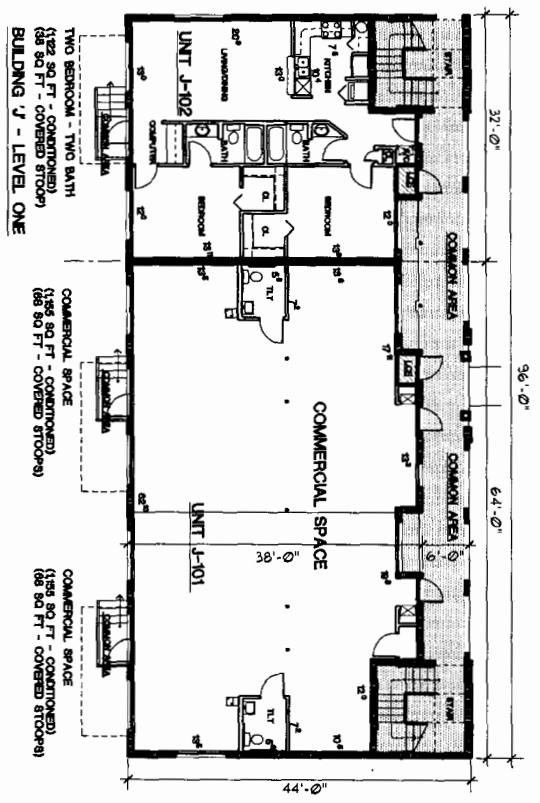
EXTERIOR ELEVATIONS



See AMD
11/29/2006

INSTRUMENT # 2247089
173 PGS

CONDO. BOOK 7, PAGE 45

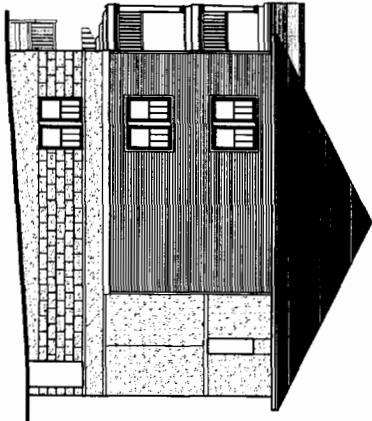


COMMON AREA
LOE - LIMITED COMMON ELEMENT

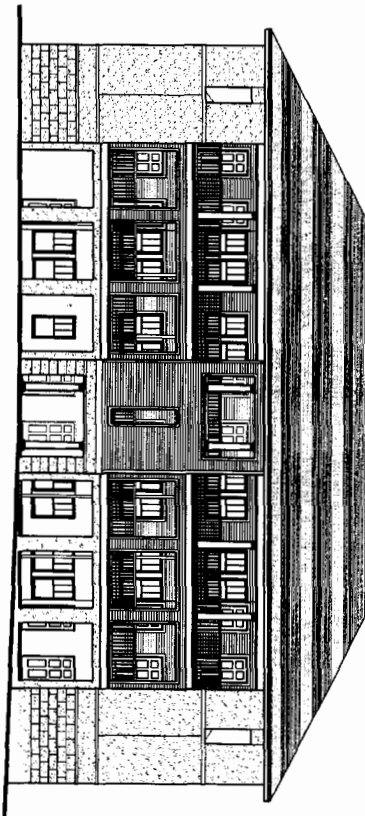
VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3
BUILDING J

FLOOR PLANS AND UNIT DESIGNATIONS

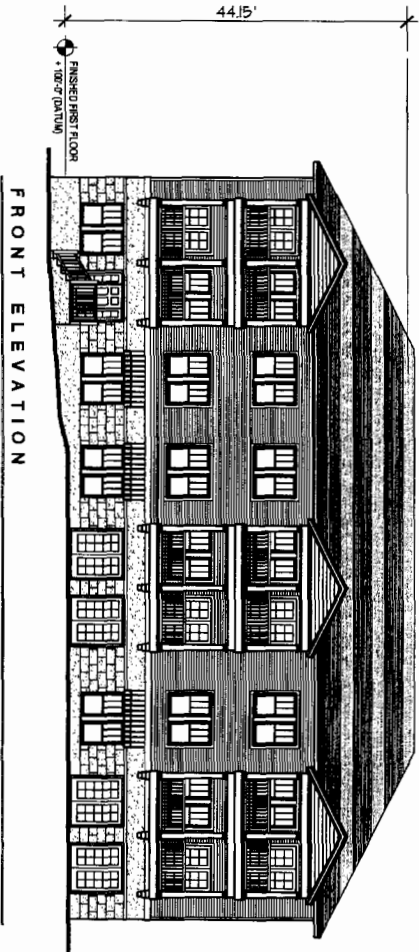
Associated Florida Architects, Inc.
102 NW 2nd Avenue, Suite 100, Fort Lauderdale, Florida 33304
352 575-0005 www.aflarch.com 352 575-5897 fax



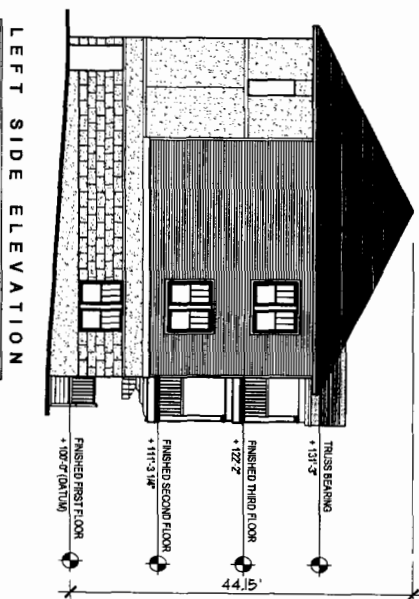
RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



LEFT SIDE ELEVATION

BUILDING J - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

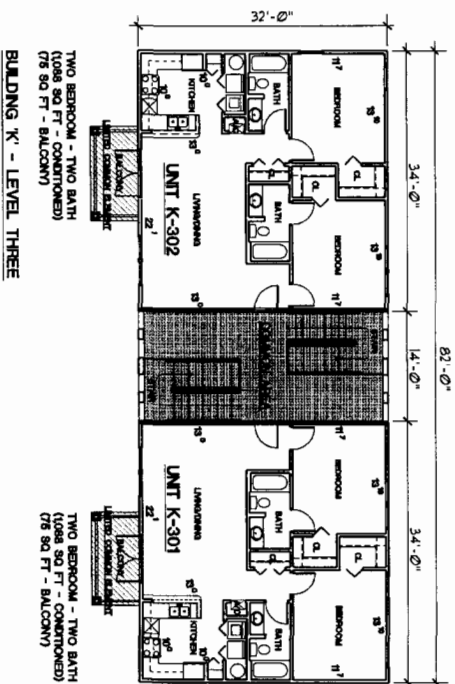
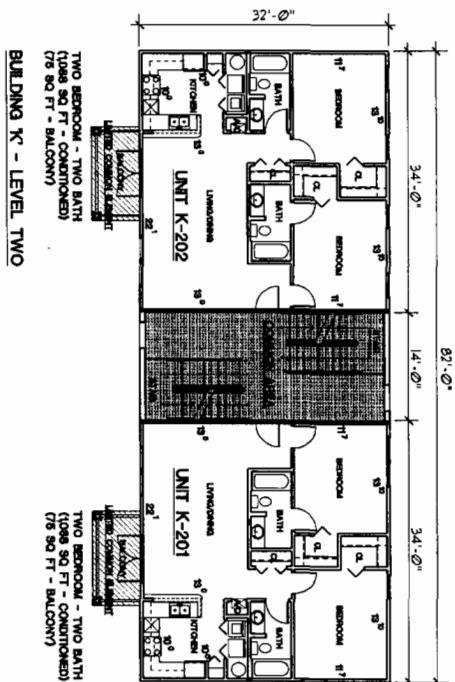
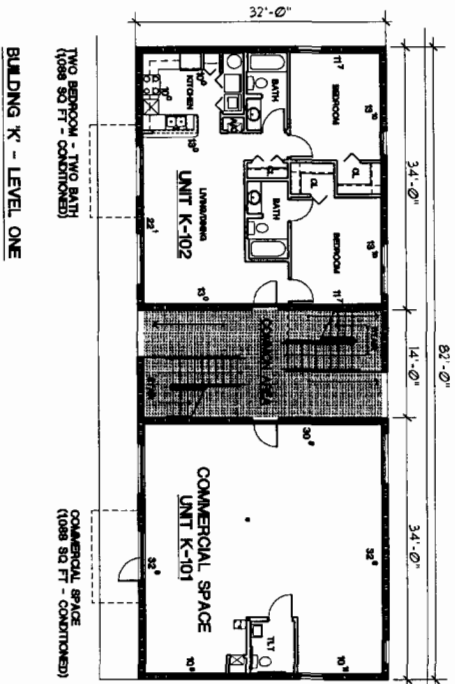
BUILDING J

EXTERIOR ELEVATIONS

0 5' 10' 20'

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602 NW 23rd Avenue, Fort Lauderdale, FL 33309-3534
352.375-5005 www.afarch.com 352.375-5397 fax

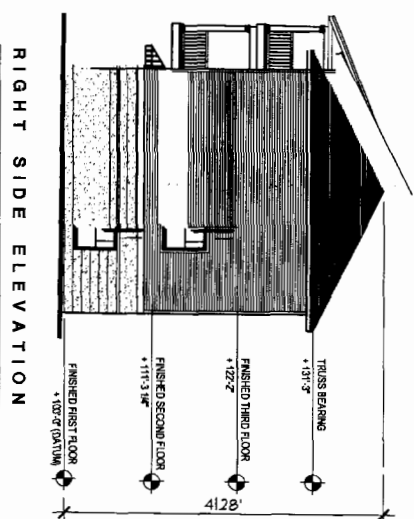
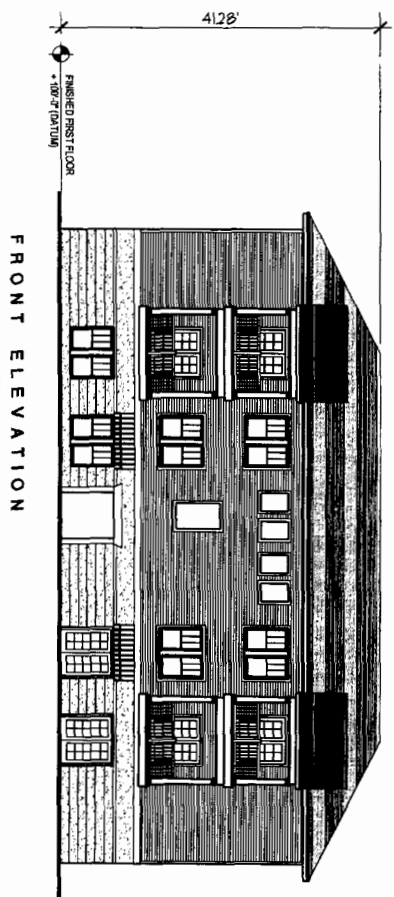
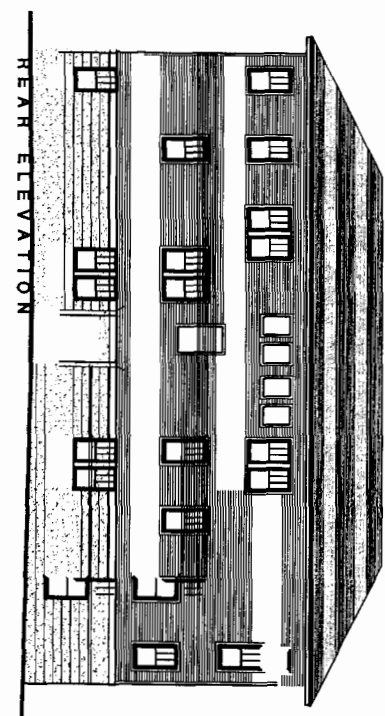
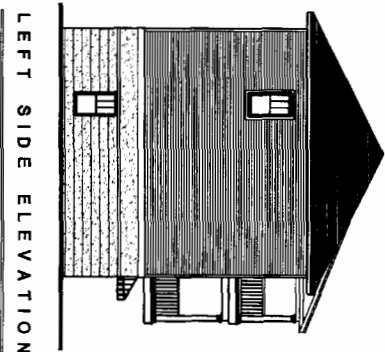
See AMD
11/29/2006



COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

BUILDING K
FLOOR PLANS AND UNIT DESIGNATIONS



BUILDING K - EXTERIOR ELEVATIONS

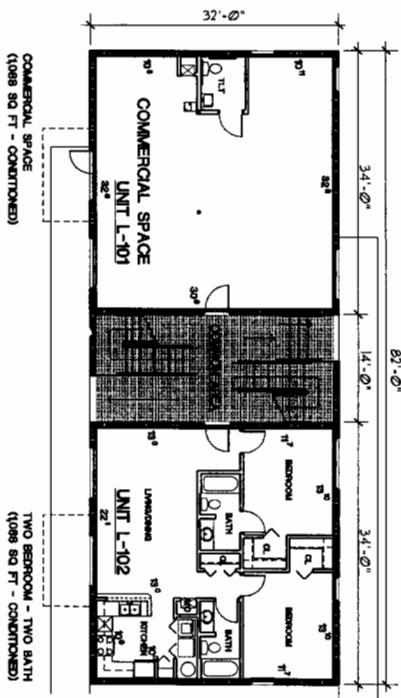
VILLAGE AT HALE A CONDOMINIUM

EXHIBIT A-3

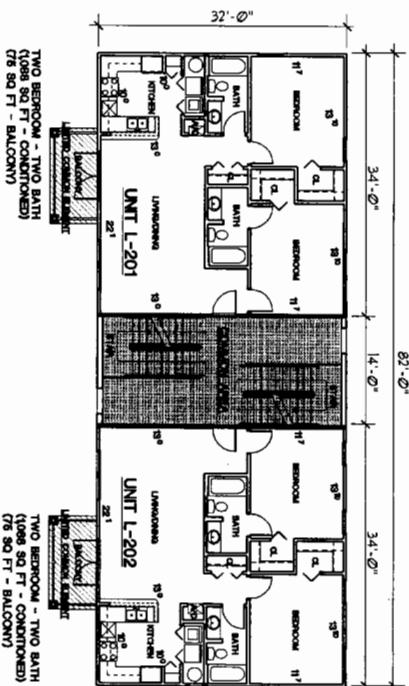
BUILDING K

EXTERIOR ELEVATIONS

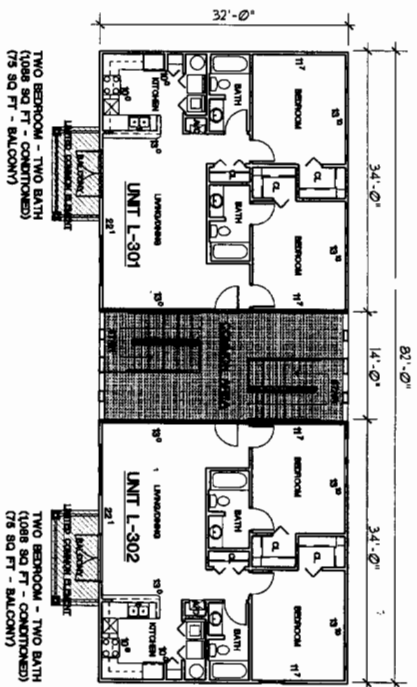




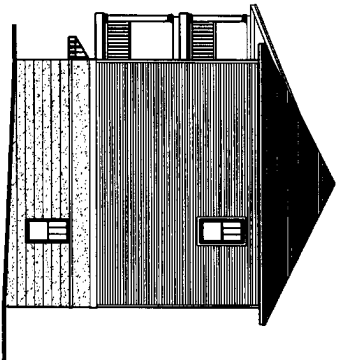
BUILDING 1' - LEVEL ONE



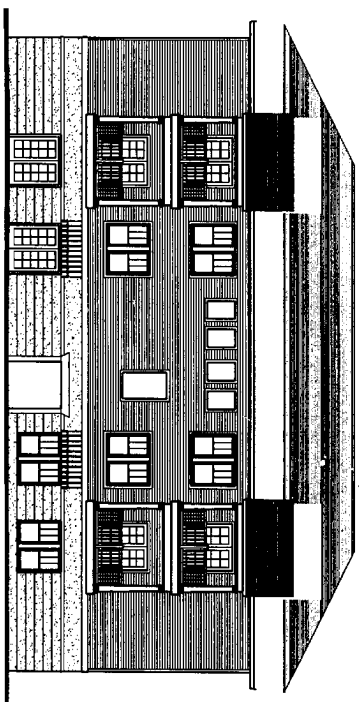
BUILDING 1' - LEVEL TWO



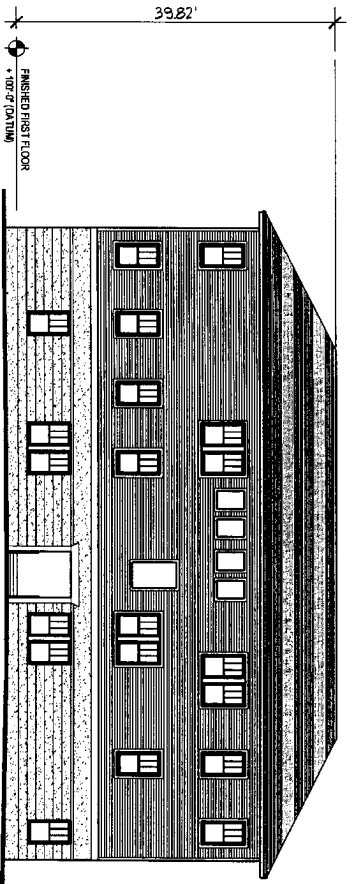
BUILDING 1' - LEVEL THREE



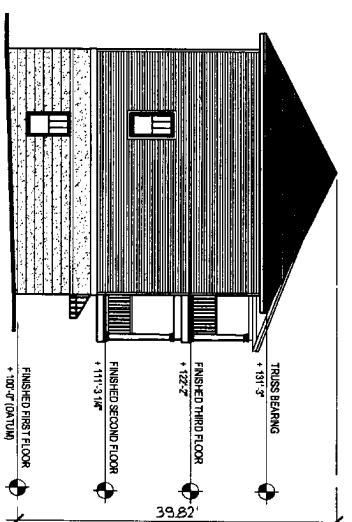
RIGHT SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

BUILDING 1 - EXTERIOR ELEVATIONS

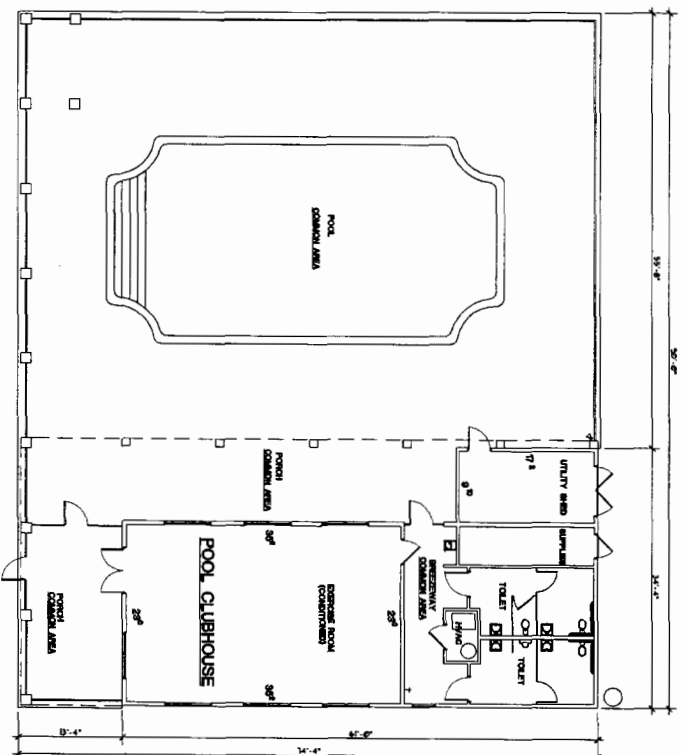
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING 1

EXTERIOR ELEVATIONS





POOL AREA
4,000 SQ FT - FENCED AREA
SWIMMING POOL
1,075 SQ FT - POOL

POOL CLUBHOUSE
1,500 SQ FT - CONDOMINIUM
875 SQ FT - ROOFED PATIO AREA

BUILDING POOL - POOL CLUBHOUSE

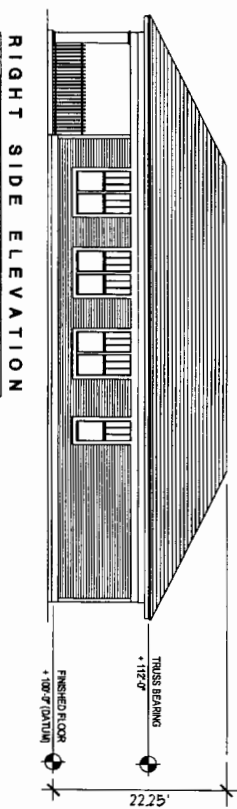
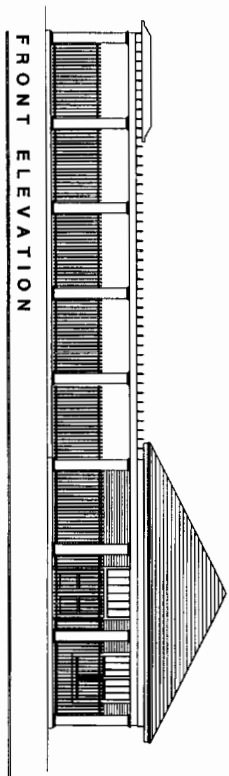
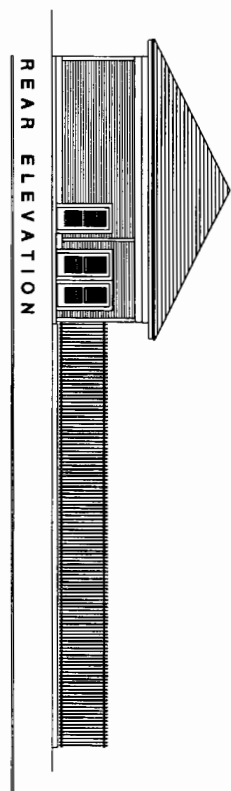
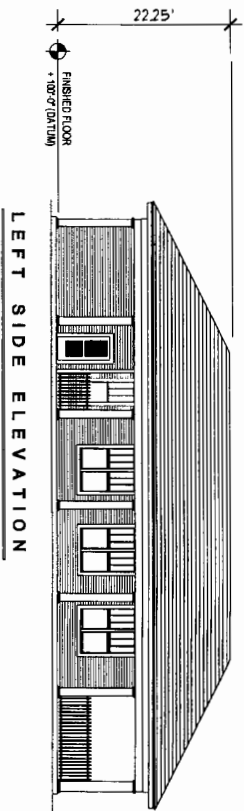
VILLAGE AT HALE A CONDOMINIUM

EXHIBIT A-3

BUILDING POOL
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

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102 NW 22nd Avenue, Suite 100
Fort Lauderdale, FL 33311
352 375-5005 www.afarch.com 352 375-5397 fax

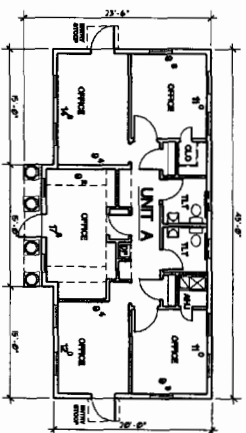


BUILDING PCH - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING PCH
EXTERIOR ELEVATIONS



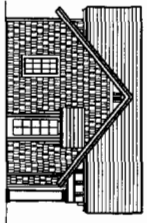


COMMERCIAL SPACE
(822 SQ. FT. - CONTIGUOUS)
(228 SQ. FT. - COVERED STORIES)
BUILDING 2'

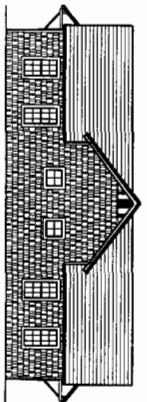
VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3
BUILDING 2'
FLOOR PLANS AND UNIT DESIGNATIONS



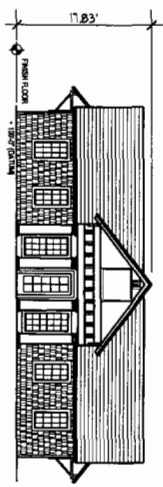
associated florida architects, inc.
802 NW 20th Avenue, Gainesville, Florida 32609-3534
352 375-5305 www.aflarch.com 352 375-5397 fax



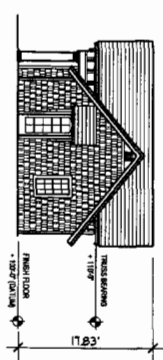
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

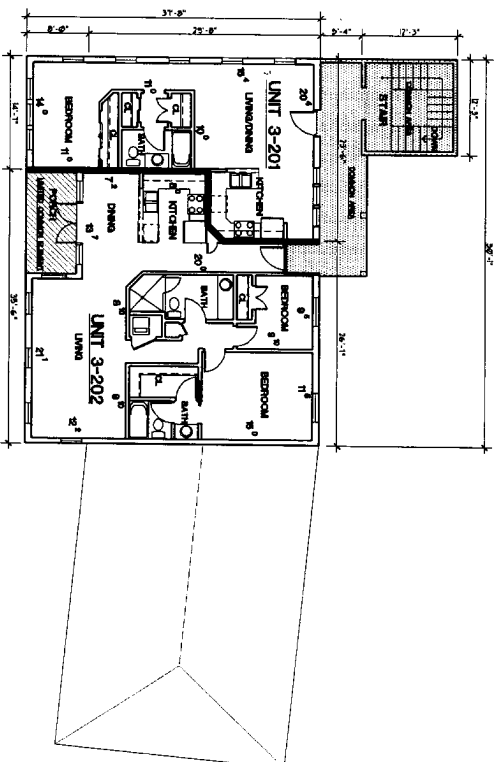
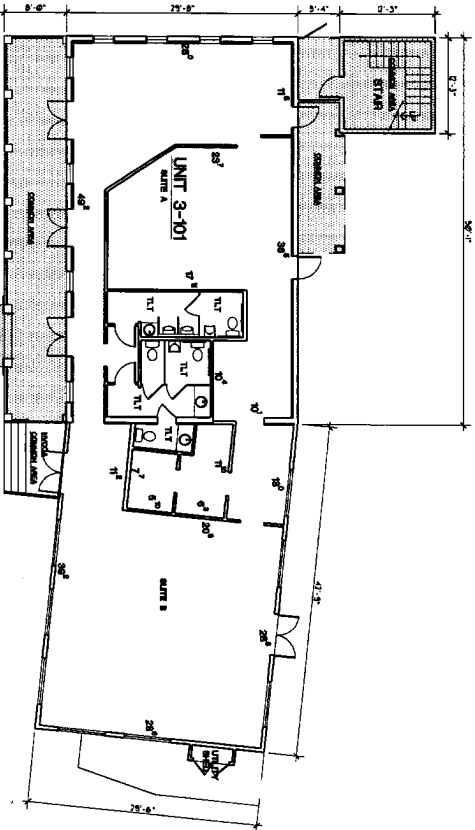
BUILDING 2 - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING 2
EXTERIOR ELEVATIONS





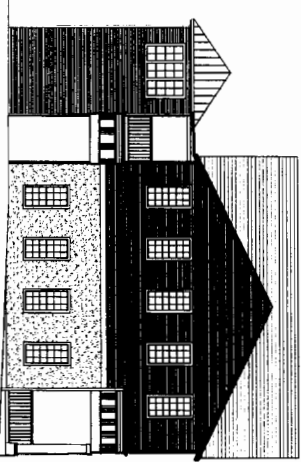
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HAILE, A CONDOMINIUM
EXHIBIT A-3

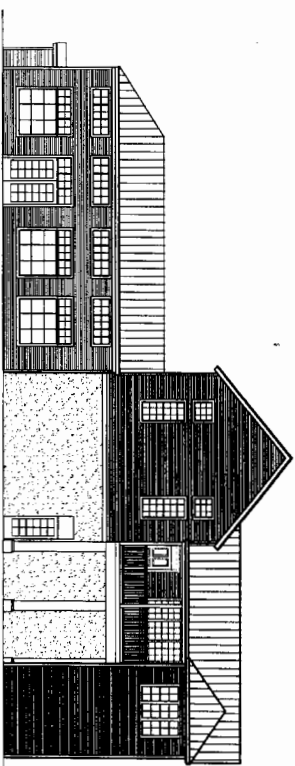
BUILDING 3'
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

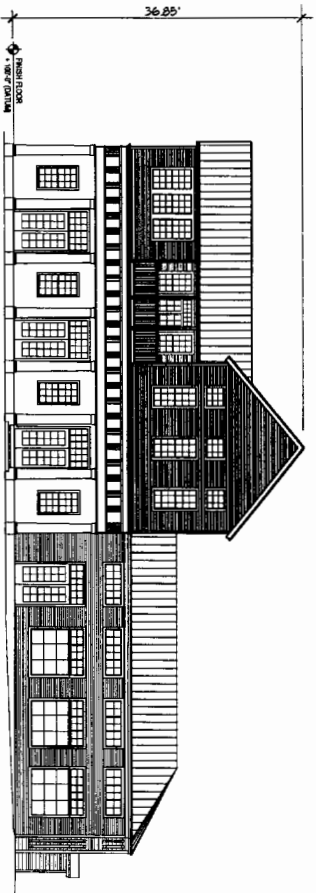
associated florida architects, inc.
flooda registration #A - C0011907
802 NW 23rd Avenue, Gainesville, Florida 32609-3534
352 375-5005 www.flooda.com 352 375-5597 fax



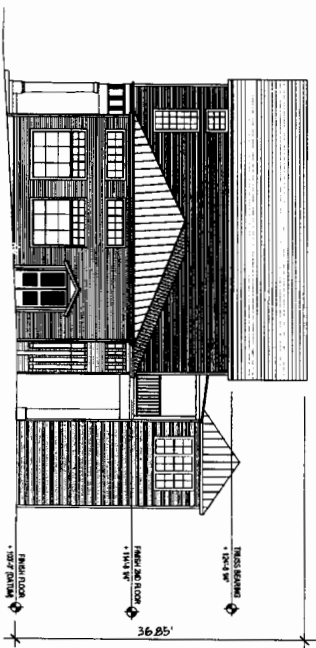
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 3 - EXTERIOR ELEVATIONS

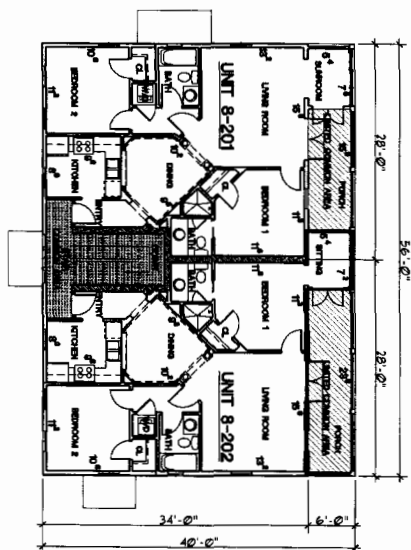
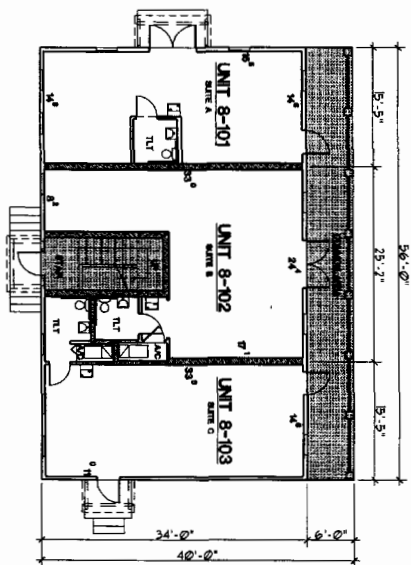
VILLAGE AT HALE A CONDOMINIUM

EXHIBIT A-3

BUILDING 3

EXTERIOR ELEVATIONS





BUILDING 8 - LEVEL ONE

BUILDING 8 - LEVEL TWO

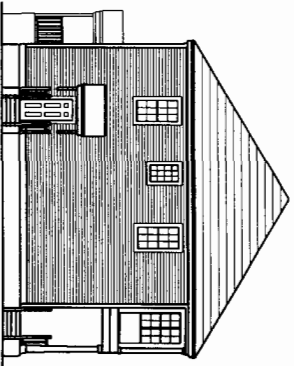
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

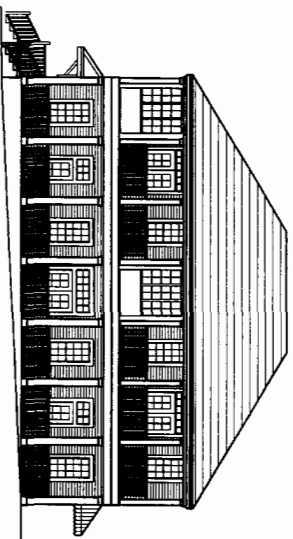
FLOOR PLANS AND UNIT DESIGNATIONS

BUILDING 8
0 5' 10' 20'

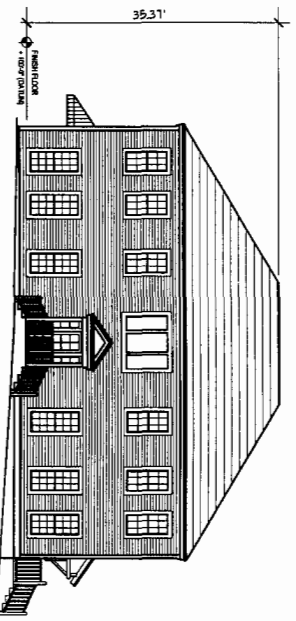
associated florida architects, inc.
802 nw 23rd avenue, fort Lauderdale, florida 33309-3524
352 375-5005 www.associatedfla.com 352 375-5387 fax



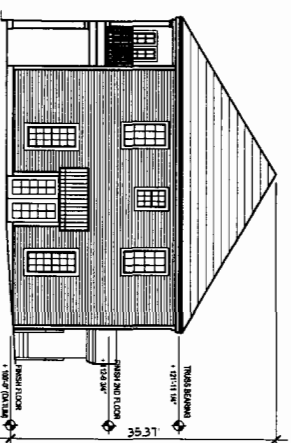
RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

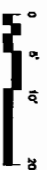


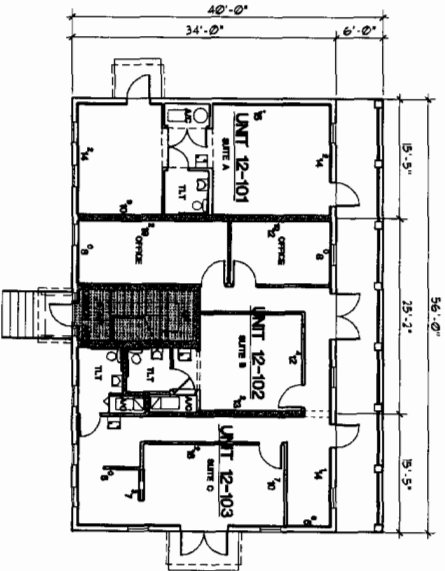
LEFT SIDE ELEVATION

BUILDING '8' - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

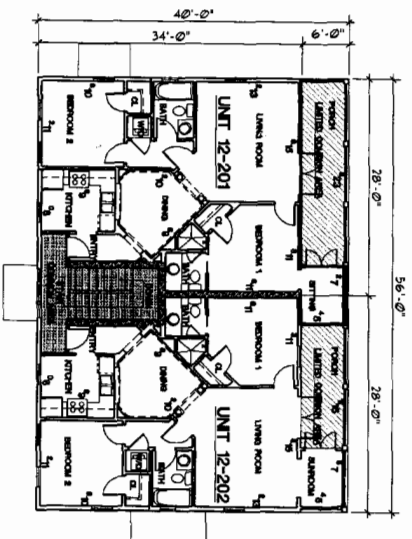
BUILDING '8'
EXTERIOR ELEVATIONS





COMMERCIAL SPACE (628 SQ FT - CONVENTIONAL)
(28 SQ FT - COVERED STAIRS) COMMERCIAL SPACE (870 SQ FT - CONVENTIONAL)
(28 SQ FT - COVERED STAIRS) COMMERCIAL SPACE (889 SQ FT - CONVENTIONAL)
(28 SQ FT - COVERED STAIRS)

BUILDING 12 - LEVEL ONE



RESIDENTIAL UNIT (623 SQ FT - CONVENTIONAL)
(147 SQ FT - COVERED PORCH) RESIDENTIAL UNIT (820 SQ FT - CONVENTIONAL)
(84 SQ FT - COVERED PORCH)

BUILDING 12 - LEVEL TWO

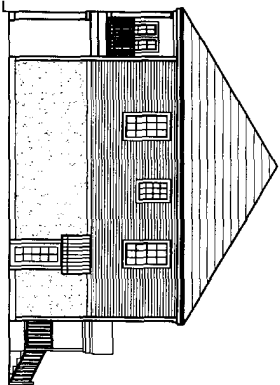
COMMON AREA
LCE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM

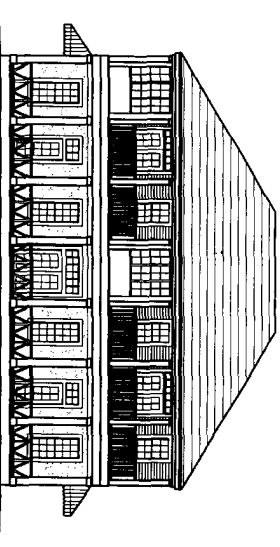
EXHIBIT A-3

FLOOR PLANS AND UNIT DESIGNATIONS

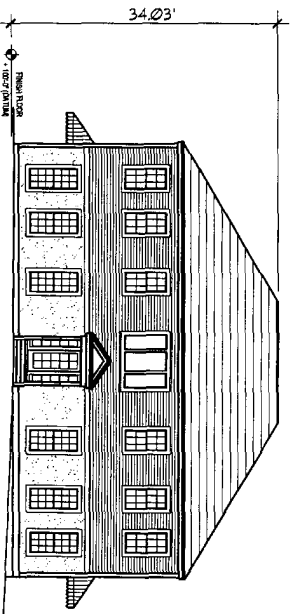
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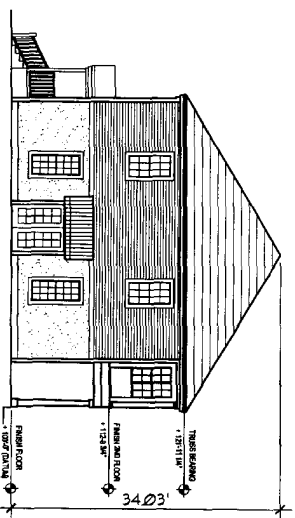
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

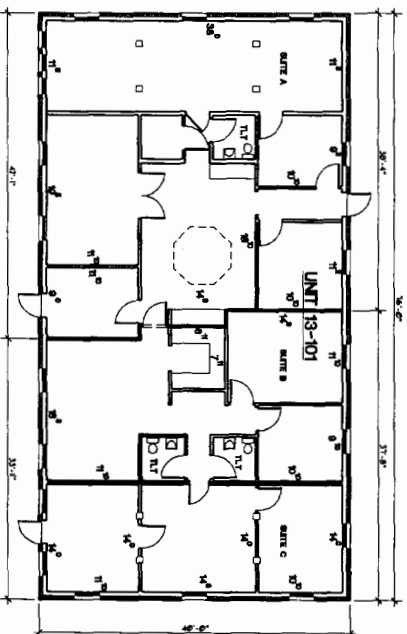
BUILDING 12 - EXTERIOR ELEVATIONS

VILLAGE AT HALE A CONDOMINIUM

EXHIBIT A-3

BUILDING 12
EXTERIOR ELEVATIONS





COMMERCIAL SPACE (3,046 SQ FT - COMMONED)
COMMERCIAL SPACE (1,500 SQ FT - COMMONED)
BUILDING 13'

COMMERCIAL SPACE (780 SQ FT - COMMONED)
COMMERCIAL SPACE (880 SQ FT - COMMONED)

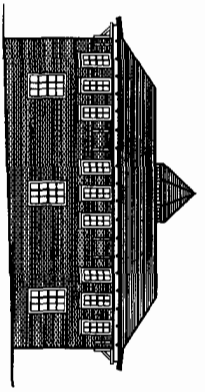
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

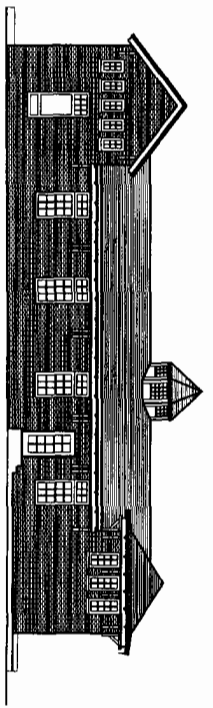
FLOOR PLANS AND UNIT DESIGNATIONS
BUILDING 13'

0 5' 10' 20'

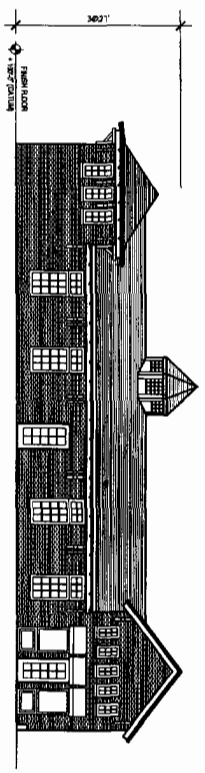
associated florida architects, inc.
florida registration no. 0001907
802 nw 20th avenue gainesville, florida 32609-3534
352 375-5005 www.afaarch.com 352 375-5397 fax



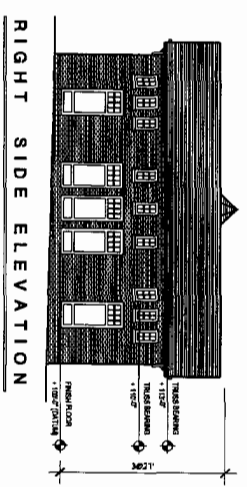
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

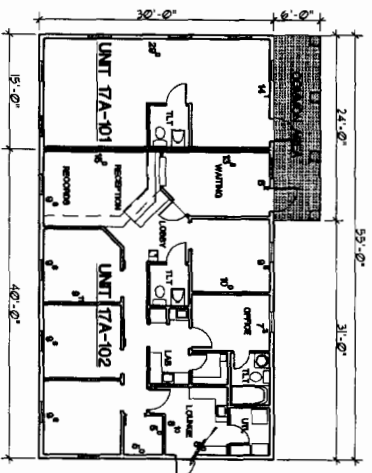
BUILDING 13 - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 13

EXTERIOR ELEVATIONS





COMMERCIAL SPACE (480 SQ FT - CONDITIONED) COMMERCIAL SPACE (1200 SQ FT - CONDITIONED)

BUILDING 77-A - LEVEL ONE

COMMON AREA

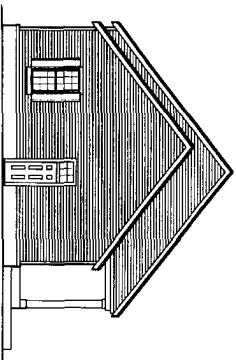
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

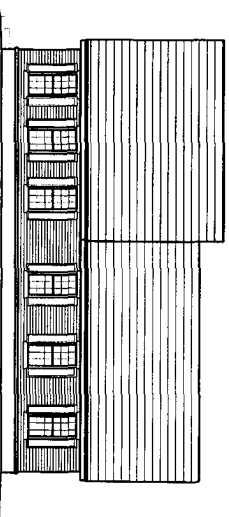
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

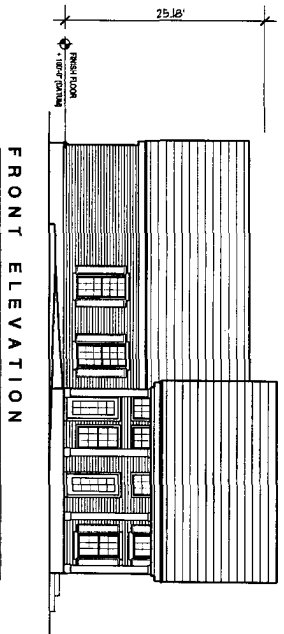
associated florida architects, inc.
802 NW 23rd Avenue, Suite 1000, Fort Lauderdale, Florida 33309-3534
352 375-3005 www.aflarch.com 352 375-5897 fax



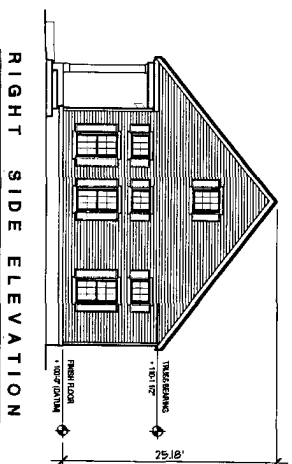
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 7-A - EXTERIOR ELEVATIONS

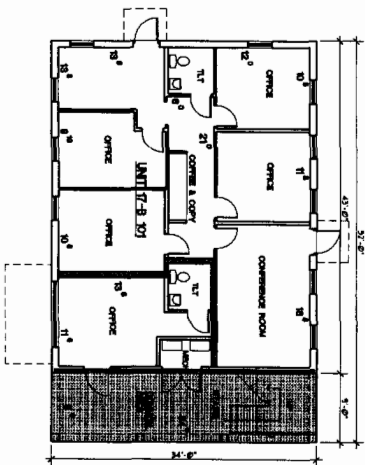
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING 7-A

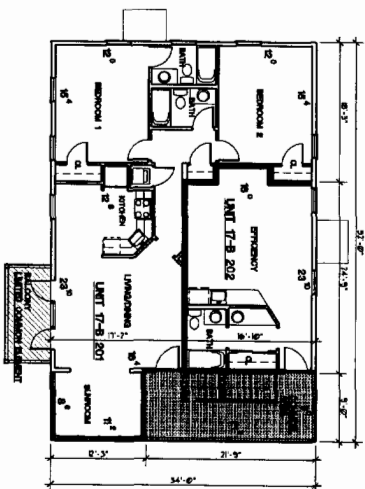
EXTERIOR ELEVATIONS





COMMERCIAL SPACE
(1426 SQ FT - CONDITIONED)

BUILDING '7-B' - LEVEL ONE



**TWO BEDROOM - TWO BATH
(1021 SQ FT - CONDITIONED)**

**EFFICIENCY UNIT
(405 SQ FT - CONDITIONED)**

BUILDING '17-B' - LEVEL TWO

COMMON AREA

 LCE - UNITED COMMON ELEMENT

VILLAGE AT HALE, A CONDOMINIUM

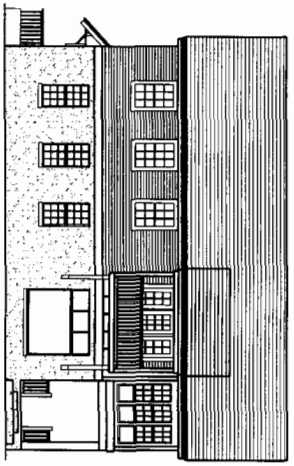
EXHIBIT A-3

BUILDING '17-B'

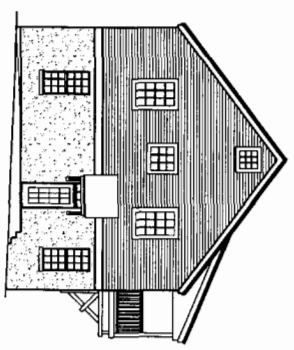
FLOOR PLANS AND UNIT DESIGNATIONS

352 375-3005 www.gfarch.com 352 375-5397 fax

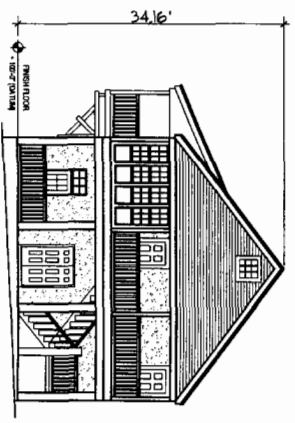
INSTRUMENT # 2247089
173 PGS



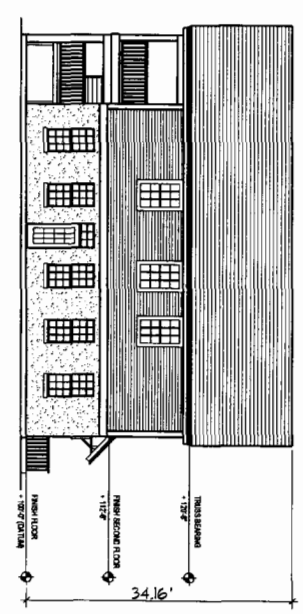
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 7-B - EXTERIOR ELEVATIONS

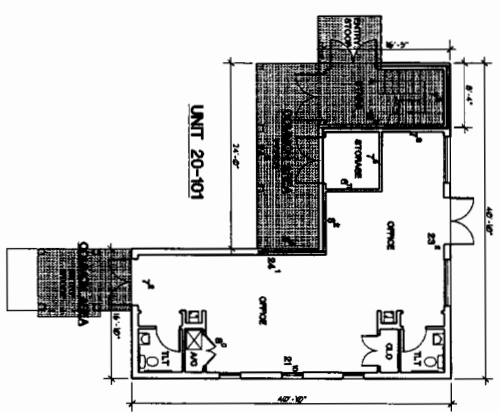
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

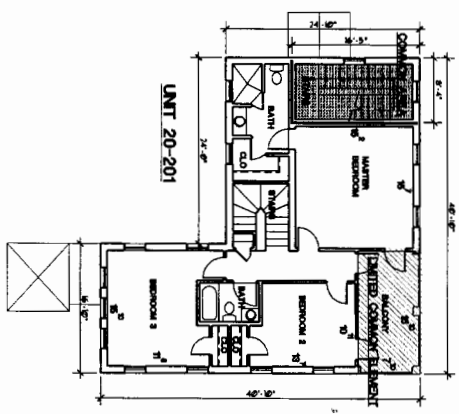
BUILDING 7-B
EXTERIOR ELEVATIONS



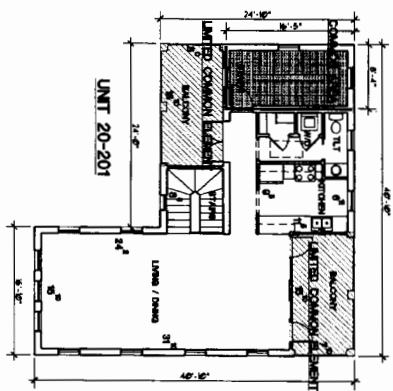
associated florida architects, inc.
florida registration AA-C001907
802 nw 23rd avenue, gainesville, florida 32609-3534
352 375-5005 www.aflarch.com 352 375-5397 fax



COMMERCIAL SPACE
(890 SQ FT - COMMONED)
(38 SQ FT - COVERED STUOPS)
BUILDING 20' - LEVEL ONE



RESIDENTIAL UNIT
(890 SQ FT - COMMONED)
(80 SQ FT - COVERED PORCHES)
BUILDING 20' - LEVEL TWO

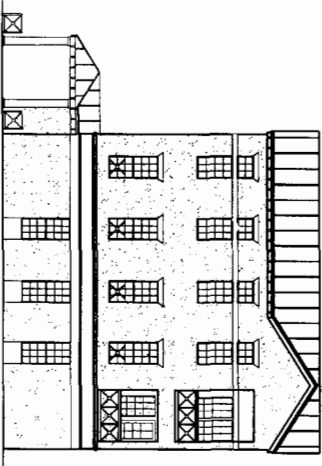


BUILDING 20' - LEVEL THREE

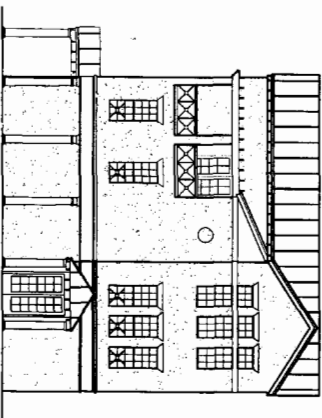


VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

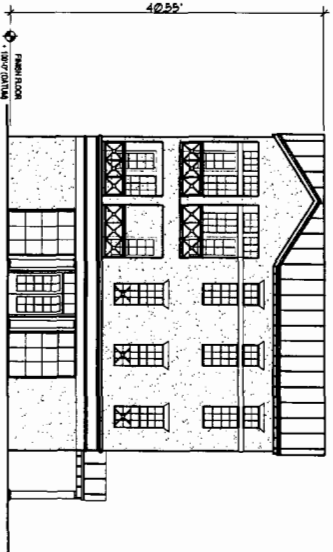
BUILDING 20'
FLOOR PLANS AND UNIT DESIGNATIONS



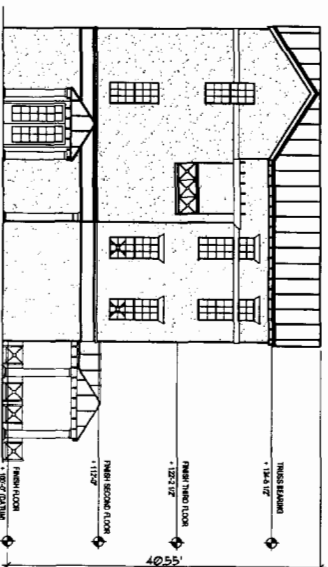
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



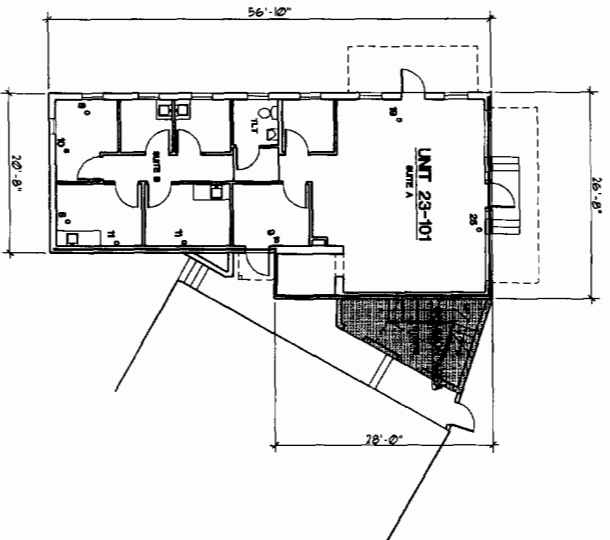
RIGHT SIDE ELEVATION

BUILDING 20 - EXTERIOR ELEVATIONS

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 20
EXTERIOR ELEVATIONS

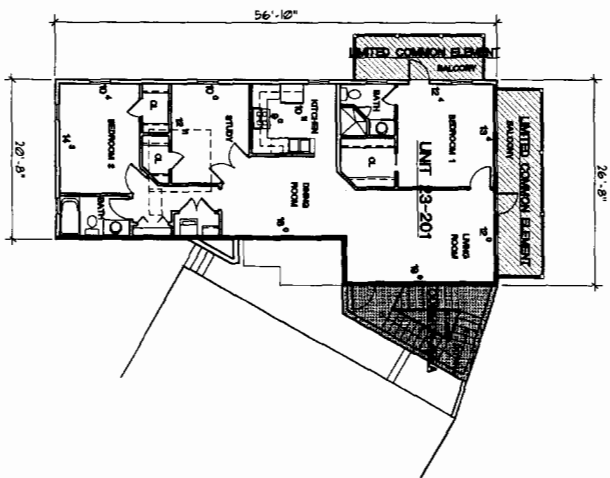




MERCHANT SPACE
(740 SQ. FT. - CONDITIONED)
(98 SQ. FT. - ENTRY STOOD)

OFFICE SPACE
(818 SQ. FT. - CONDITIONED)
(98 SQ. FT. - ENTRY STOOD)

BUILDING 23 - LEVEL ONE



RESIDENTIAL UNIT
(1294 SQ. FT. - CONDITIONED)
(260 SQ. FT. - COVERED PORCHES)

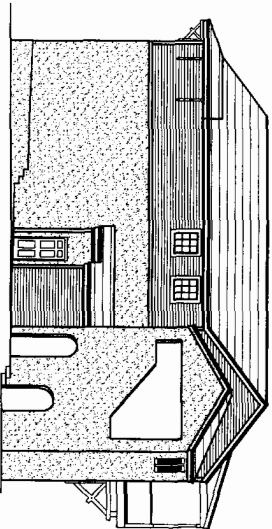
BUILDING 23 - LEVEL TWO

COMMON AREA
LOE - LIMITED COMMON ELEMENT

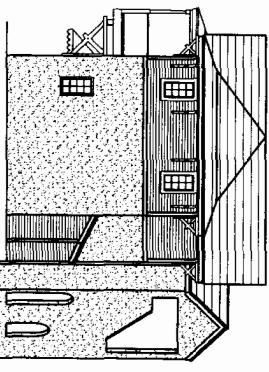
VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 23
FLOOR PLANS AND UNIT DESIGNATIONS

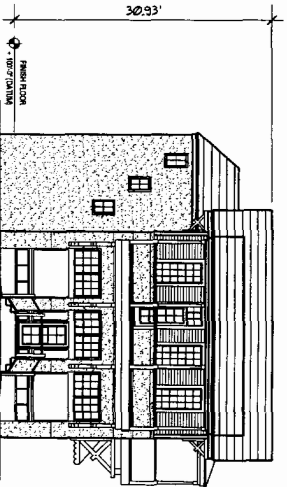
0 5' 10' 20'



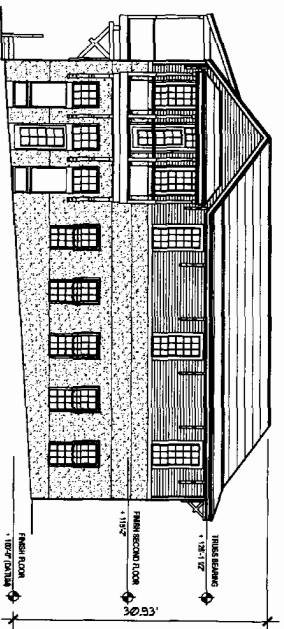
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING '23' - EXTERIOR ELEVATIONS

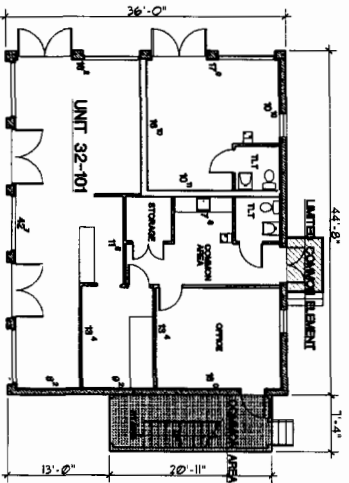
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING '23'

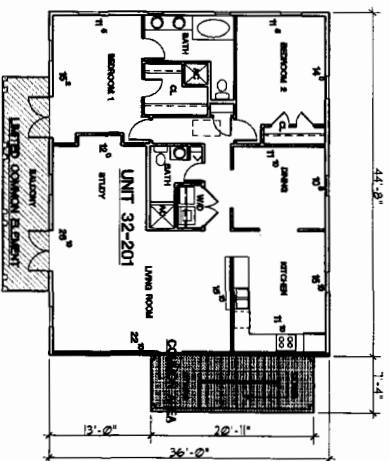
EXTERIOR ELEVATIONS





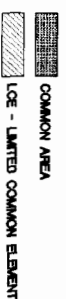
COMMERCIAL SPACE
(1008 SQ FT - CONDITIONED)
(10 SQ FT - ENTRY STCOOP)

BUILDING 32 - LEVEL ONE



RESIDENTIAL UNIT
(1008 SQ FT - CONDITIONED)
(42 SQ FT - COVERED PORCH)

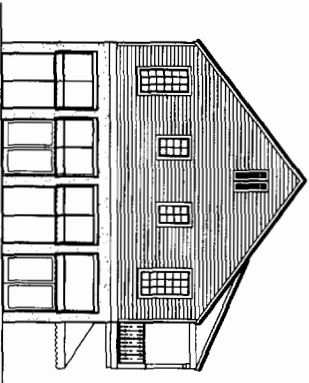
BUILDING 32 - LEVEL TWO



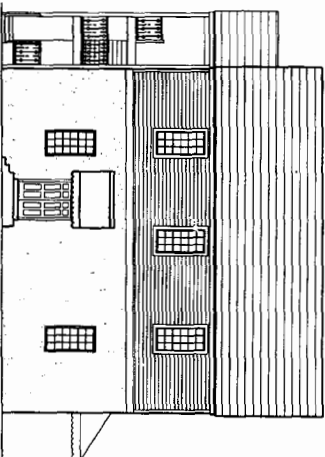
VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 32
FLOOR PLANS AND UNIT DESIGNATIONS

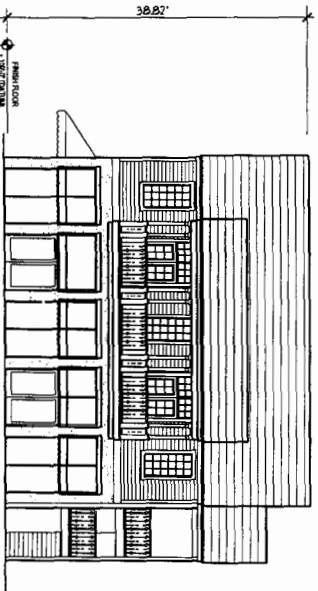
associated florida architects, inc.
802 nw 23rd avenue gulfstream, florida 33409-3534
352 375-3005 www.affarch.com 352 375-6387 fax



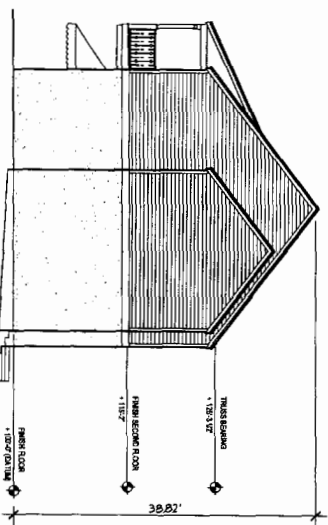
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 32 - EXTERIOR ELEVATIONS

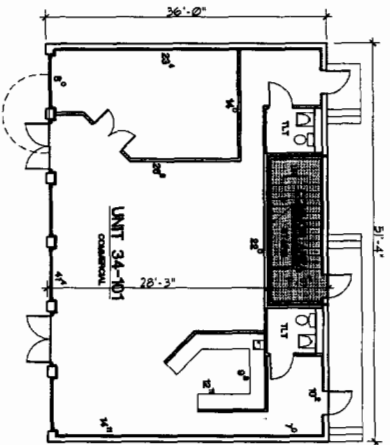
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

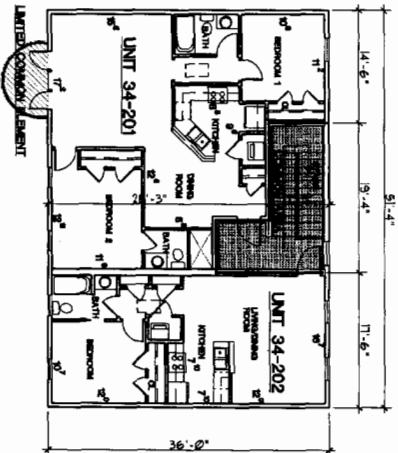
BUILDING 32

EXTERIOR ELEVATIONS





MERCHANTILE SPACE
(1706 SQ FT - COMMONED)
(446 SQ FT - ENTRY STCOOP)
BUILDING 34 - LEVEL ONE



RESIDENTIAL UNIT
(1021 SQ FT - COMMONED)
(440 SQ FT - COVERED PORCHES)
BUILDING 34 - LEVEL TWO

RESIDENTIAL UNIT
(680 SQ FT - COMMONED)

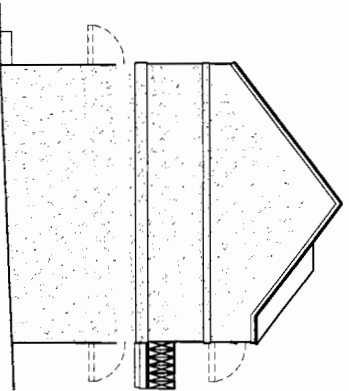
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

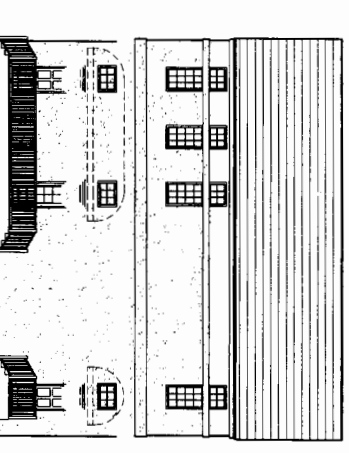
FLOOR PLANS AND UNIT DESIGNATIONS
BUILDING 34

0 5' 10' 20'

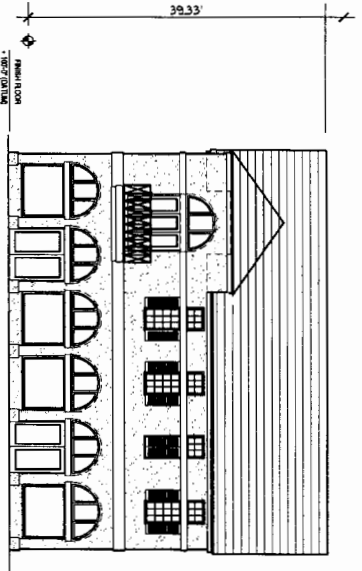
associated florida architects, inc.
802 nw 23rd avenue, gftmerville, florida 32603-3534
352 375-3005 www.afaarch.com 352 375-5897 fax



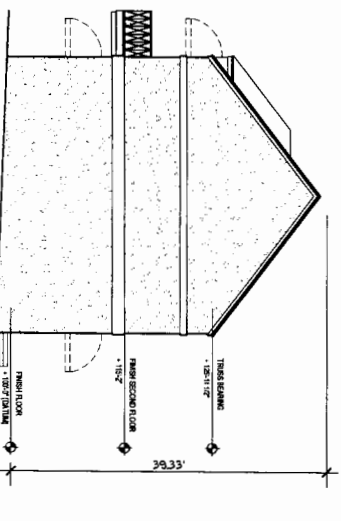
LEFT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 34' - EXTERIOR ELEVATIONS

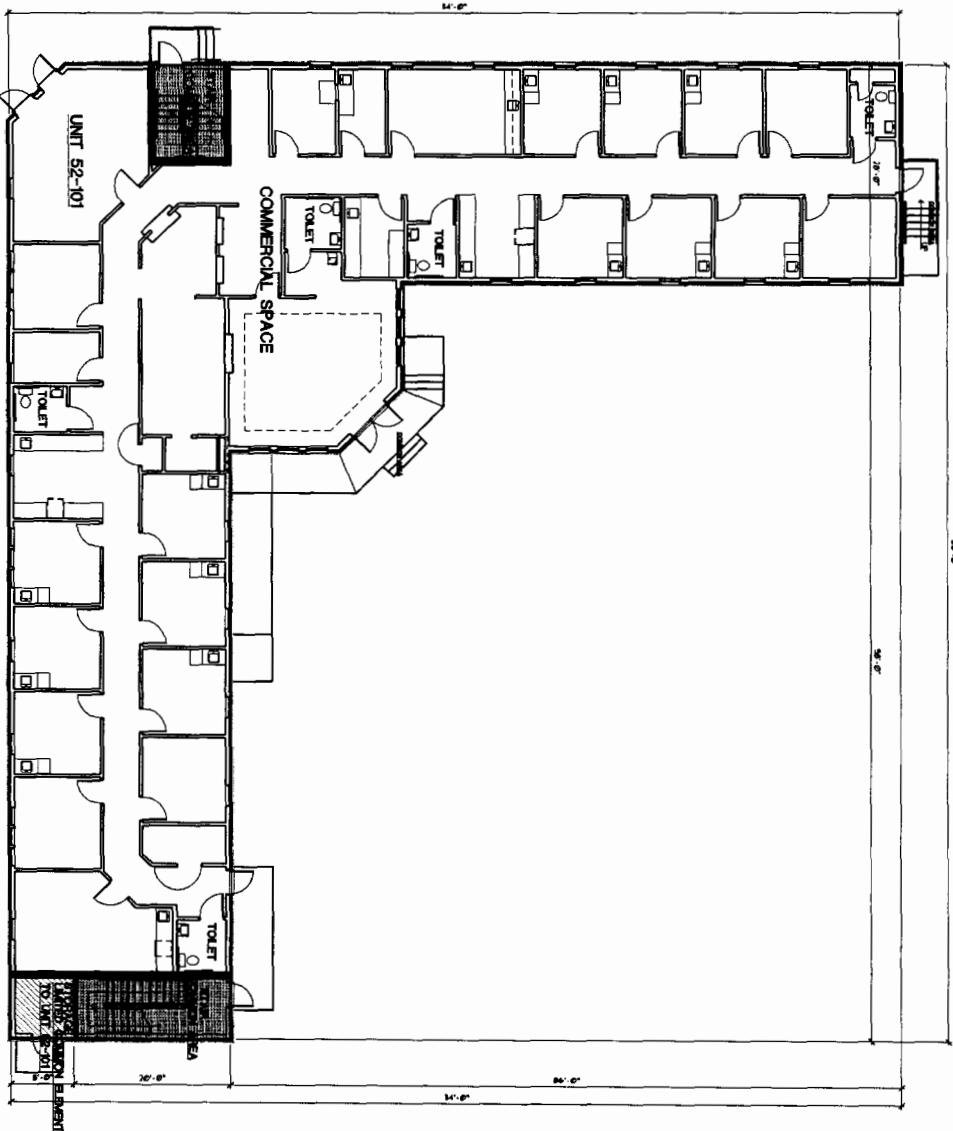
VILLAGE AT HALE, A CONDOMINIUM

EXHIBIT A-3

BUILDING 34'

EXTERIOR ELEVATIONS





COMMERCIAL SPACE
(6000 SQ FT - CONDITIONED)
(70 SQ FT - ENTRY STOOD)
BUILDING 52 - LEVEL ONE

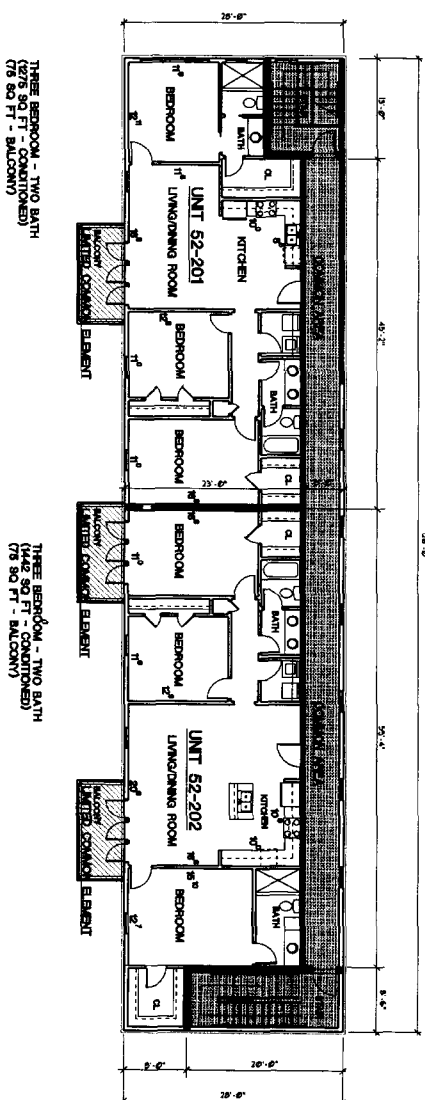
COMMON AREA
LOE - LIMITED COMMON ELEMENT

VILLAGE AT HALE A CONDOMINIUM
EXHIBIT A-3

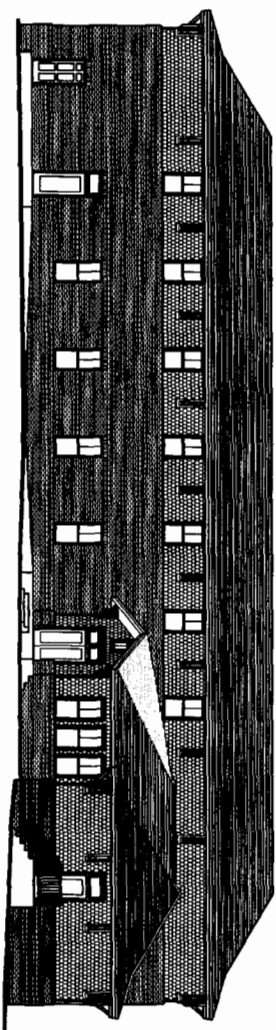
BUILDING 52
FLOOR PLANS AND UNIT DESIGNATIONS

0 5' 10' 20'

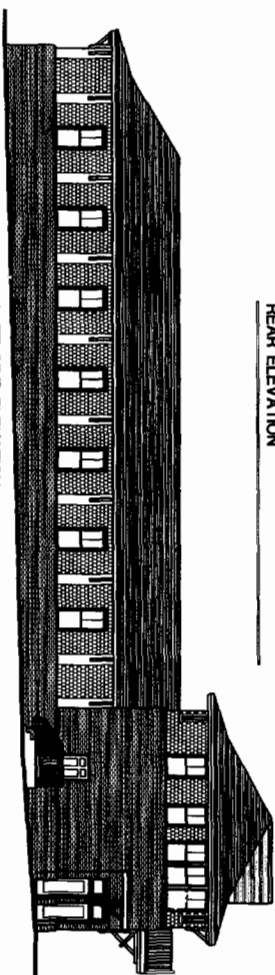
associated florida architects, inc.
florida registration AA-C001907
102 nw 23rd avenue gainesville, florida 32609-3834
352 376-3005 www.afarch.com 352 376-5397 fax



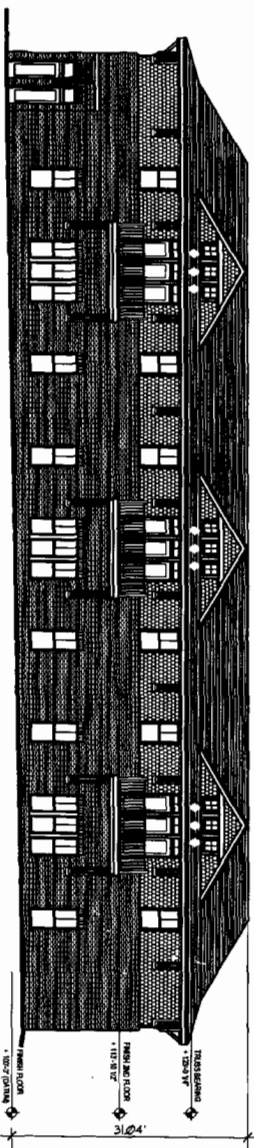
BUILDING 52 - LEVEL TWO



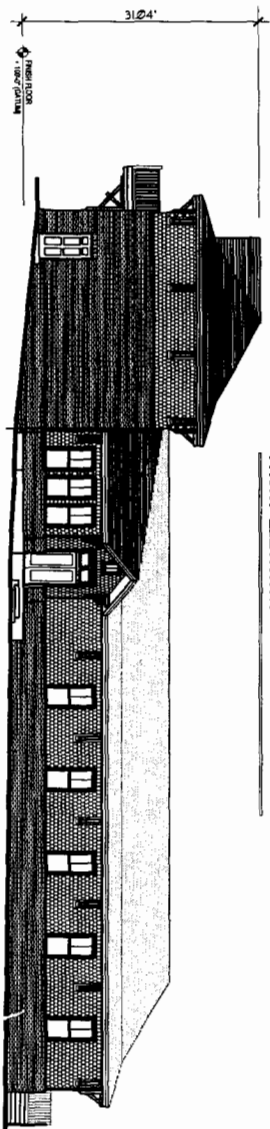
REAR ELEVATION



LEFT SIDE ELEVATION

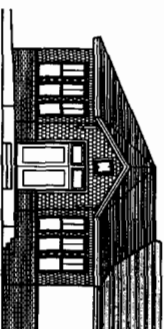


FRONT ELEVATION



RIGHT SIDE ELEVATION

BUILDING 52' - EXTERIOR ELEVATIONS



LOBBY ENTRANCE ELEVATION

VILLAGE AT HALE, A CONDOMINIUM
EXHIBIT A-3

BUILDING 52'

EXTERIOR ELEVATIONS



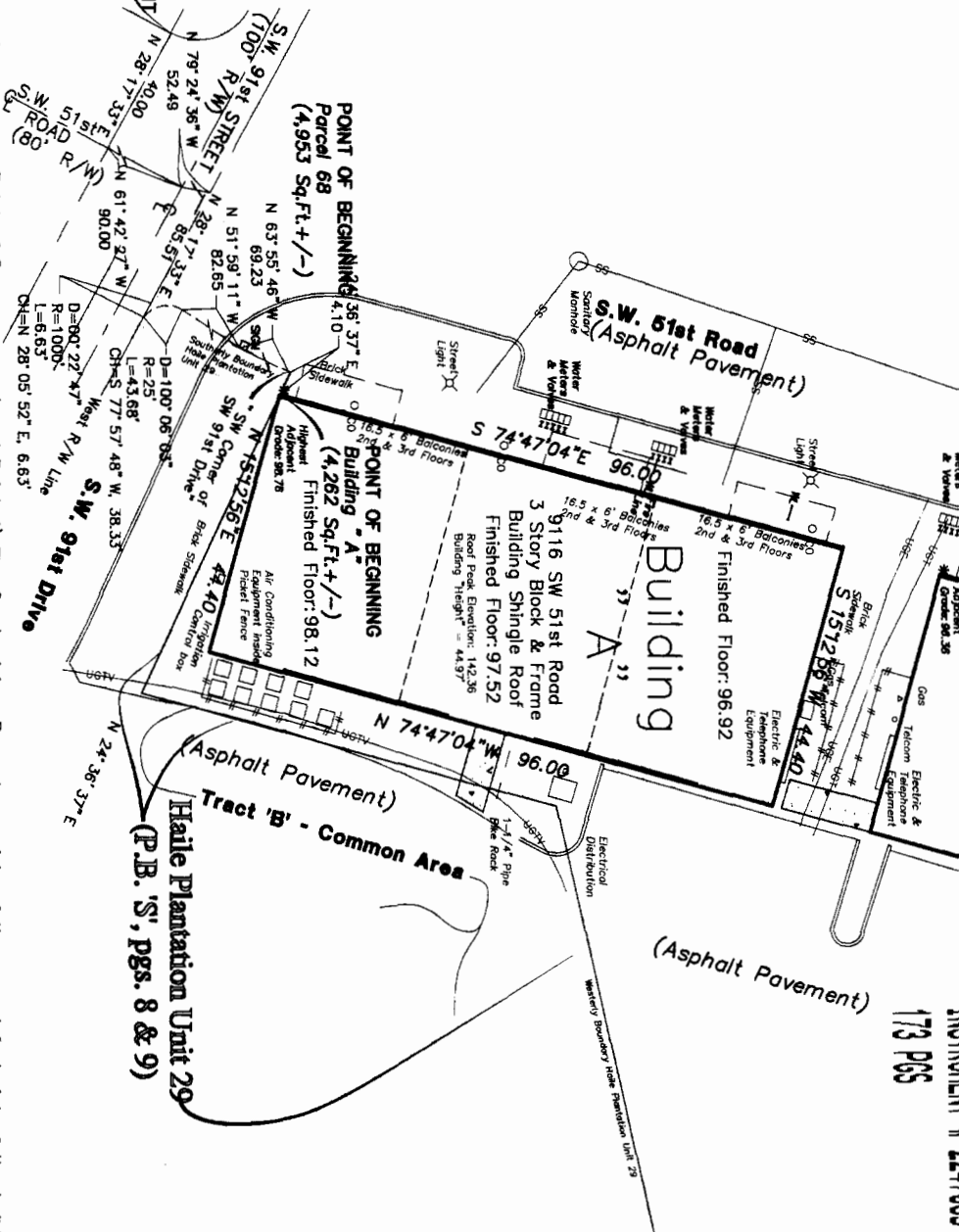
EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 98

INSTRUMENT # 2247089

173 PGS

POINT OF COMMENCEMENT
N.W. CORNER OF LOT 1
P.B. "P", PG. 87
HAILE PLANTATION, UNIT 24*

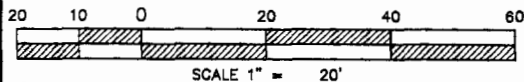


NOTE:
1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
3) Where the proximity of the building foundation makes it impractical to set a corner, the actual building corners themselves shall serve as corner references.

The Village at Haile, a Condominium

Map of Boundary Survey of Building 'A' at Haile Village Center,
Alachua County, Florida.

4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: HP103/81

PREPARED FOR:

1) SEE REPORT OF SURVEY

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 81017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2005), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05. ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042 AUTHORIZATION NO. 18-2389 SIGNATURE - SEE REPORT OF SURVEY DATE:



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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NOTE: 1) LINEWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

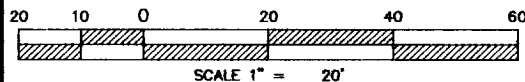
The Village at Haile, a Condominium **Map of Boundary Survey of Building 'B' at Haile Village Center,** **Alachua County, Florida.**

NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

POINT OF COMMENCEMENT
 N.W. CORNER OF LOT 1
 P.B. "P", pg. 87
 HAILE PLANTATION, UNIT 24"

POINT OF BEGINNING
 Building "B"
 (4,262 Sq.Ft. +/-)



PROJECT: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: L.L.F.

PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 11017-9, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2008), FLORIDA STATUTES.
 THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.
 ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042
 FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389
 SIGNATURE - SEE REPORT OF SURVEY DATE:

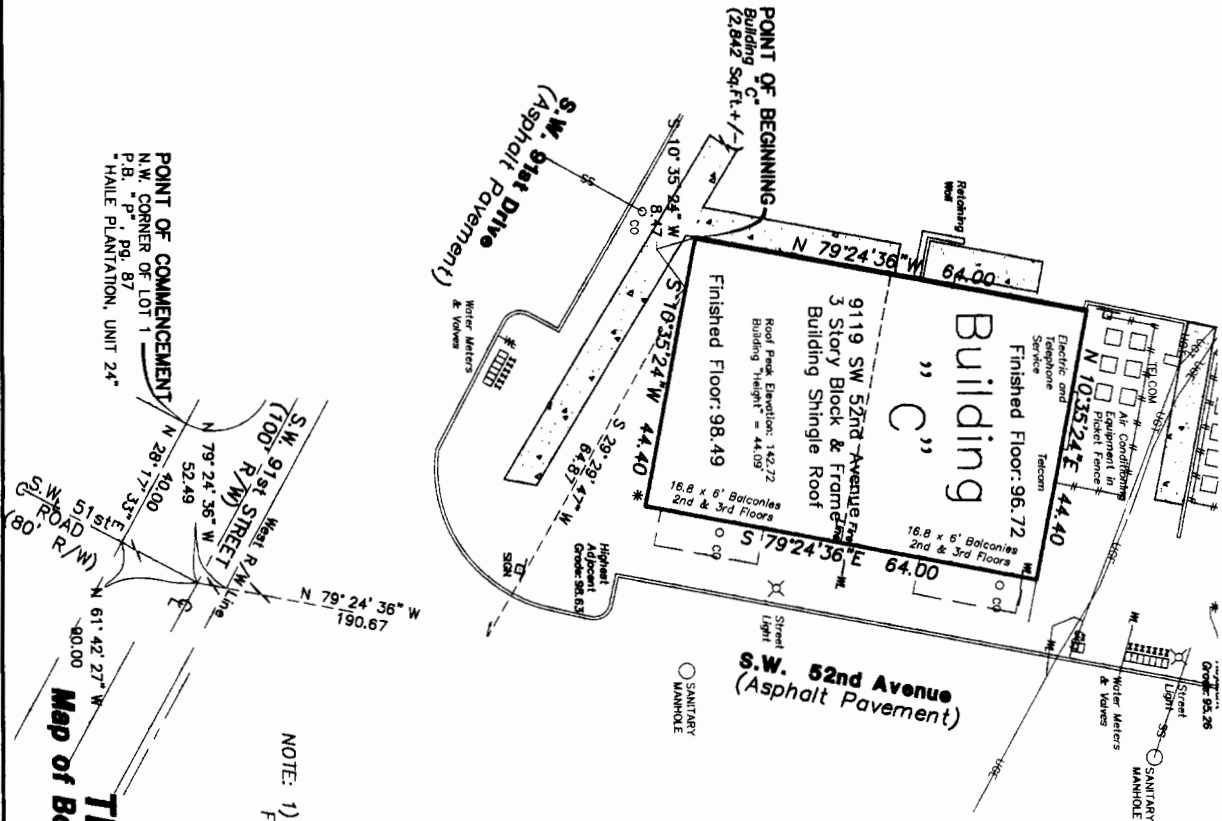


ENG. DENMAN & ASSOC. INC.
 * ENGINEERS * SURVEYORS * PLANNERS
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INSTRUMENT # 2247089
 173 PGS

Plotted Jun 04, 2006 - 13:18:34 - ewk
 C:\ACAD\DWG\HCOM\WILLOW\Colson\Condo\ColsonConc.dwg PN 05-305.s00

EXHIBIT A-4



The Village at Haile, a Condominium
Map of Boundary Survey of Building 'C' at Haile Village Center,
Alachua County, Florida.

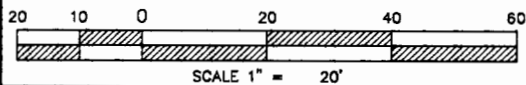
NOTE: 1) LINEWORK SHOWN IN
 FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

IS FROM DESIGN DRAWINGS

Parcel
 48

NOTE:
 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 4) Haile Village Center, LLC confirms that Building "C" is not currently being served with Gas.
 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

CONDO BOOK 7, Pg. 100



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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:	05-305	DRAWN BY:	HE	CHECKED BY:	HE	SURVEY DATE:	11/03/05	DRAWING COMPLETE:	12/13/05	FIELD BOOK:	L.L.F.
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PREPARED FOR:
 1) SEE REPORT OF SURVEY
 2)
 3)
 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 11017-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027 (2005), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05

ENG. DENMAN & ASSOC., INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

ENGINEERS * SURVEYORS * PLANNERS

2404 N.W. 43rd ST.
 GAINESVILLE, FLORIDA 32608
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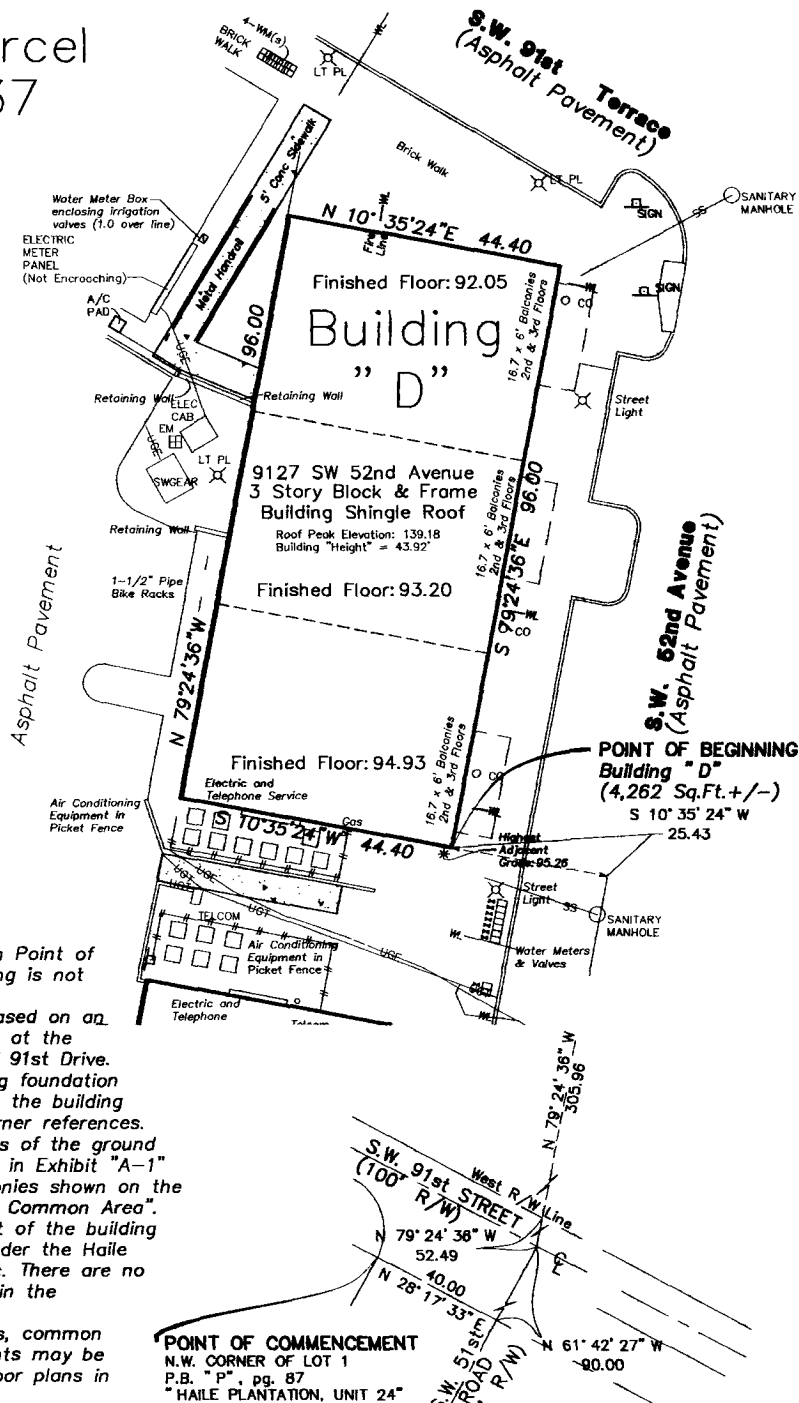
INSTRUMENT # 2247089
 173 PGS

NOTE: 1) LINEWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

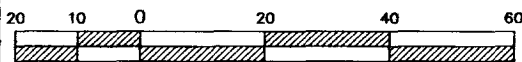
The Village at Haile, a Condominium
Map of Boundary Survey of Building "D" at Haile Village Center,
Alachua County, Florida.

Parcel
37



NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



PROJECT NUMBER: 05-305	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 11/03/05	DRAWING COMPLETE: 12/13/05	FIELD BOOK: L.L.F.
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PREPARED FOR:

- 1) SEE REPORT OF SURVEY
- 2)
- 3)
- 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 6107-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007 (2005), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF: 11/03/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:

**ENG. DENMAN & ASSOC. INC.**

* ENGINEERS * SURVEYORS * PLANNERS

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 173 PGS

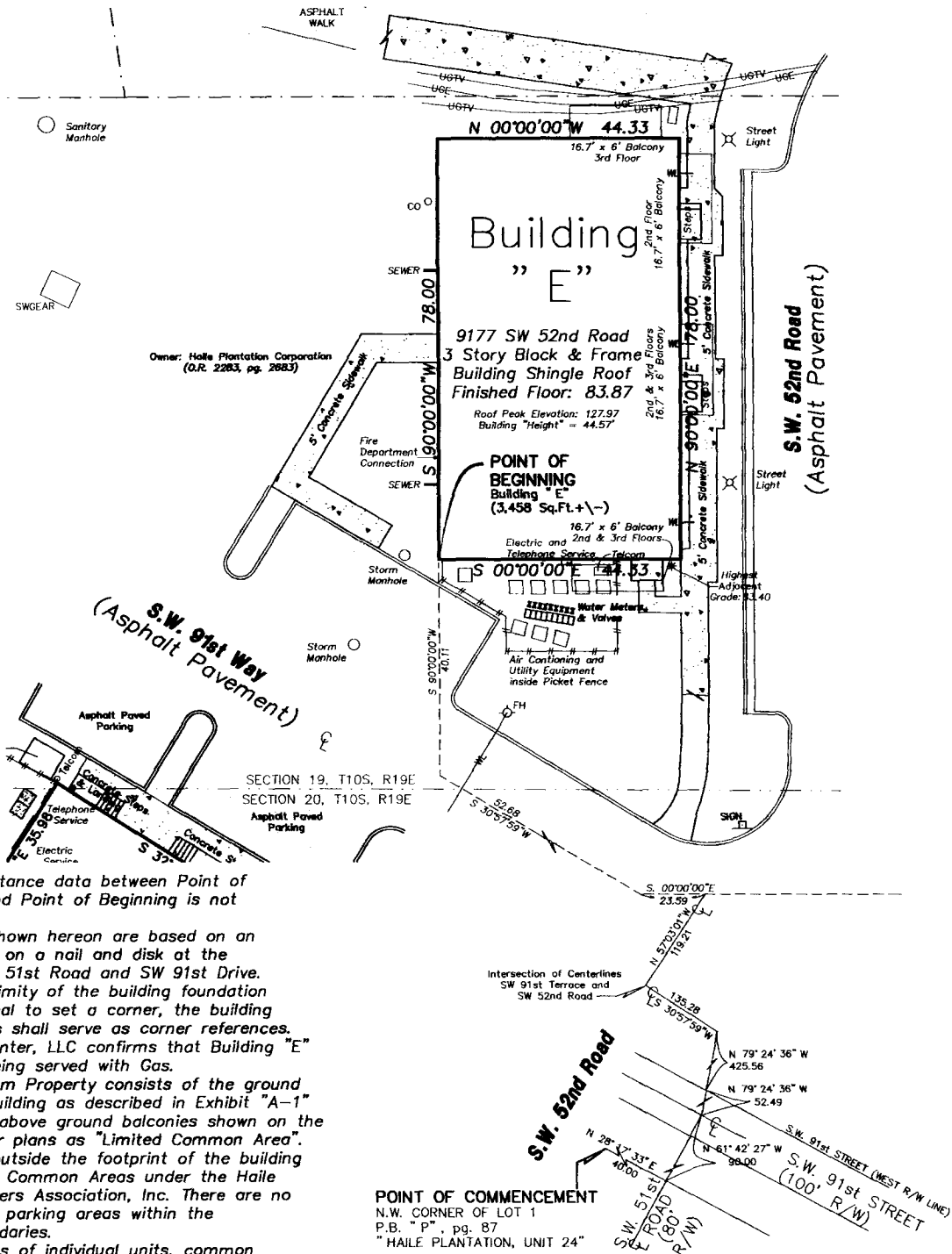
PN 05-305.s00

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The Village at Haile, a Condominium

Map of Boundary Survey of Building 'E' at Haile Village Center, Alachua County, Florida.

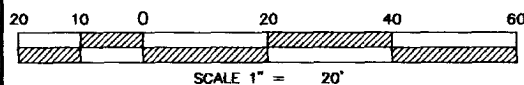


NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) Haile Village Center, LLC confirms that Building "E" is not currently being served with Gas.
- 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 6) 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

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: L.L.F.

PREPARED FOR:

1) SEE REPORT OF SURVEY

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 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2005), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05. ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 5042. FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



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173 PGS

PN 05-305.s00

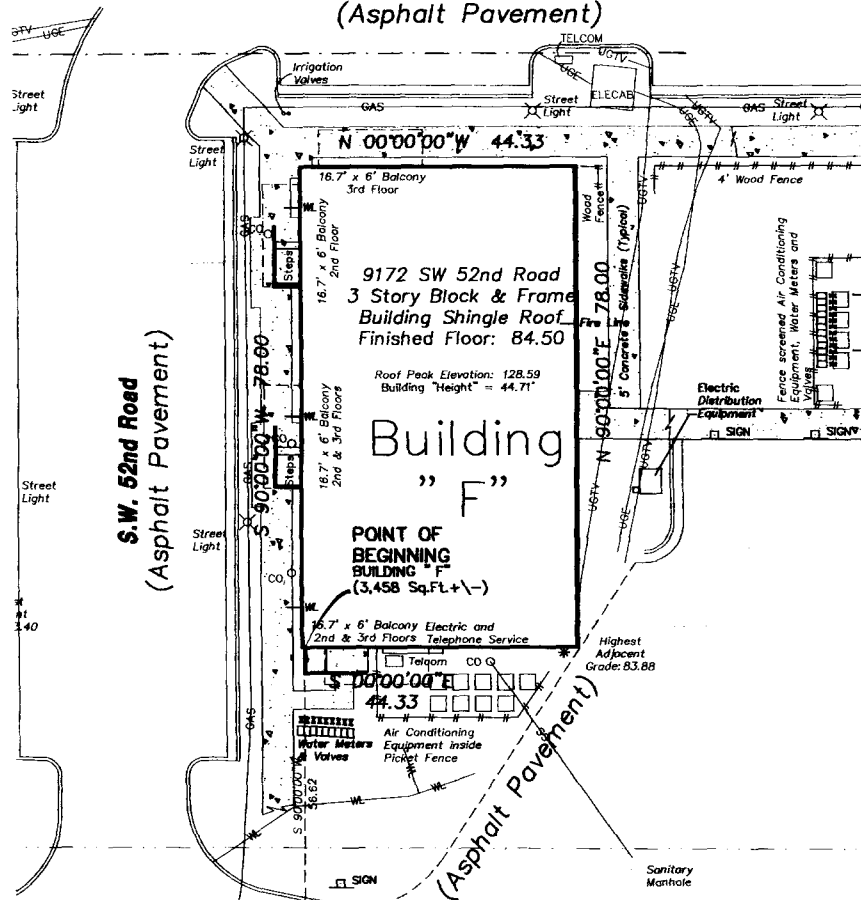
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Plotted Jun 04, 2006 - 14:12:24 - ewok

The Village at Haile, a Condominium

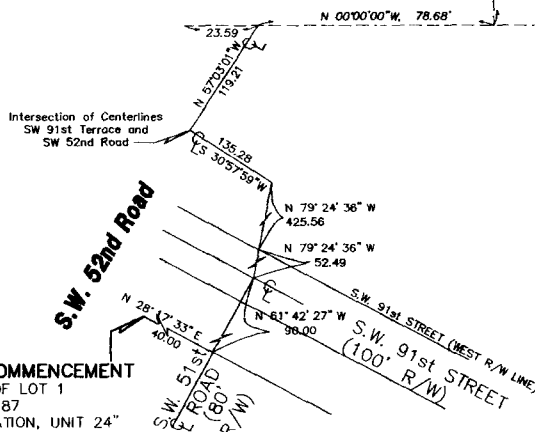
Map of Boundary Survey of Building 'F' at Haile Village Center, Alachua County, Florida.

S.W. 91st Court
(Asphalt Pavement)



NOTE:

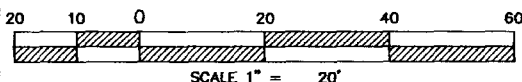
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the intersection of SW 51st Road and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) Haile Village Center, LLC confirms that Building "F" is not currently being served with Gas.
- 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



POINT OF COMMENCEMENT
N.W. CORNER OF LOT 1
P.B. "P", pg. 87
"HAILE PLANTATION, UNIT 24"

NOTE: 1) LINEWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 11/03/05	DRAWING COMPLETE: 12/13/05	FIELD BOOK: L.L.F.
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PREPARED FOR: 1) SEE REPORT OF SURVEY
2)
3)
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 81017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2005), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards L.S. 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



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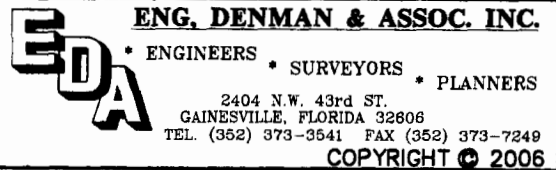
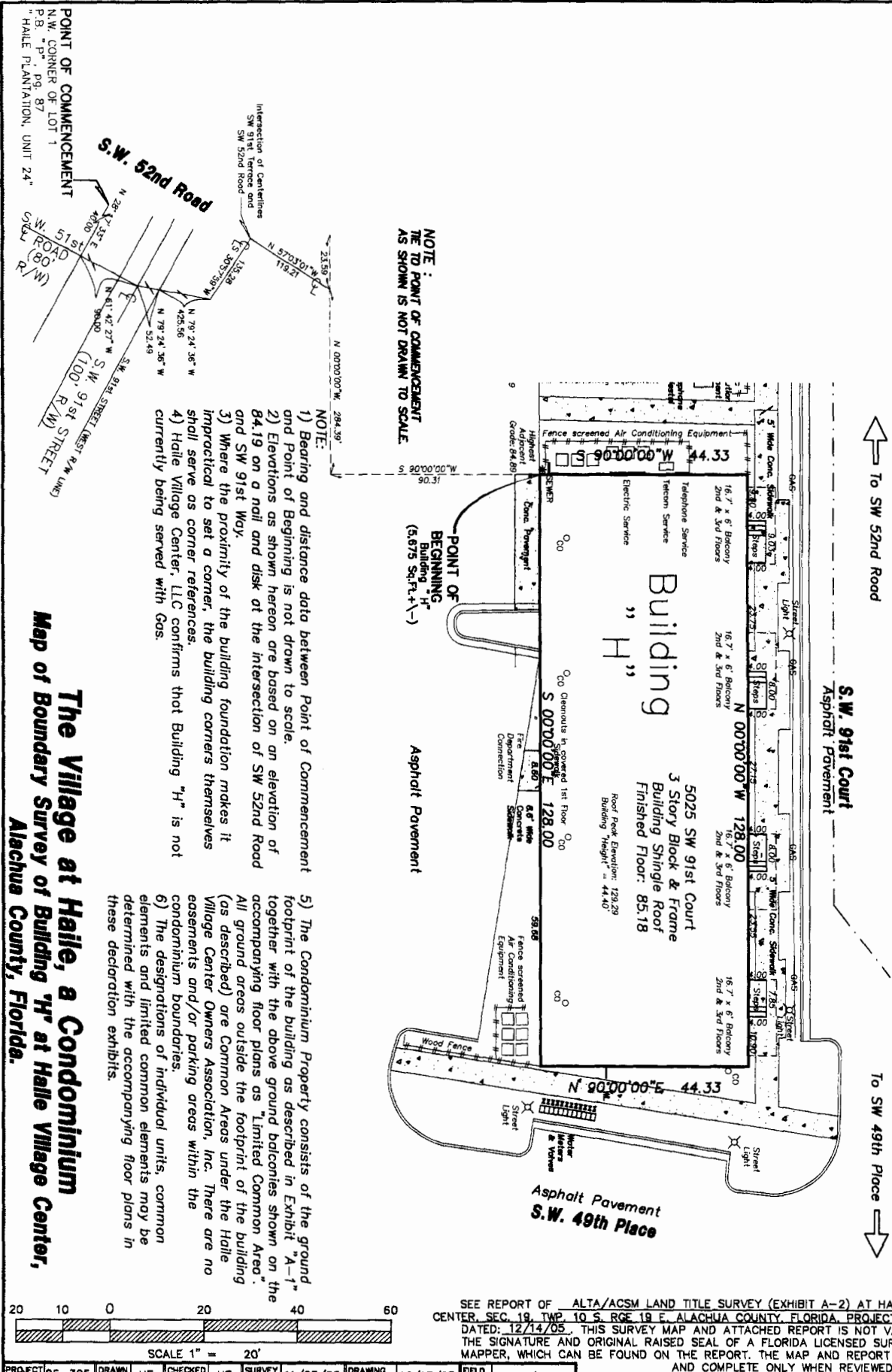


EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, PG. 105

INSTRUMENT # 2247089
173 PGS

PROJECT NUMBER:	05-305	DRAWN BY:	HE	CHECKED BY:	HE	SURVEY DATE:	11/03/05	DRAWING COMPLETE:	12/13/05	FIELD BOOK:	HP102/57-65
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PREPARED FOR:

1) SEE REPORT OF SURVEY
2)
3)
4)

A SURVEY OF THE TYPE DESCRIBED HEREON WAS PERFORMED WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2006), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2398

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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EXHIBIT A-4 NOTE: 1) LINEWORK SHOWN IN

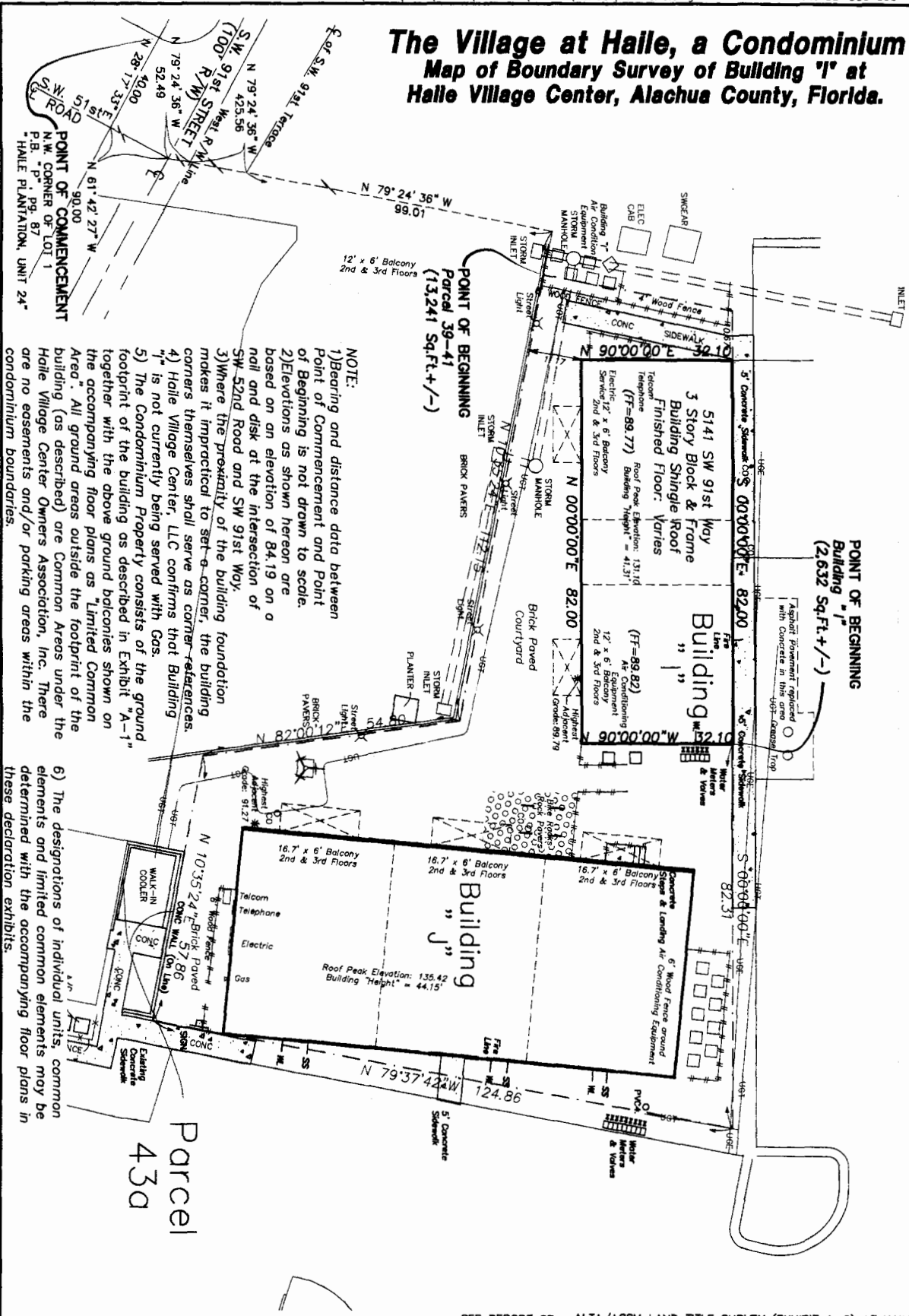
IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 106

INSTRUMENT # 2247009
173 PGS

The Village at Halle, a Condominium

Map of Boundary Survey of Building "I" at

Halle Village Center, Alachua County, Florida.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HALLE VILLAGE CENTER, SEC. 20, TWP. 10 S, RGE. 19 E, ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: HP102/57-70

PREPARED FOR: 1) SEE REPORT OF SURVEY
2) _____
3) _____
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 11017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027 (2000), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05. ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042 FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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TEL. (352) 373-3541 FAX (352) 373-7248

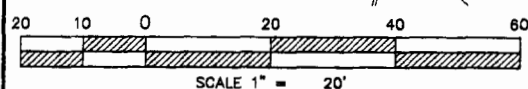
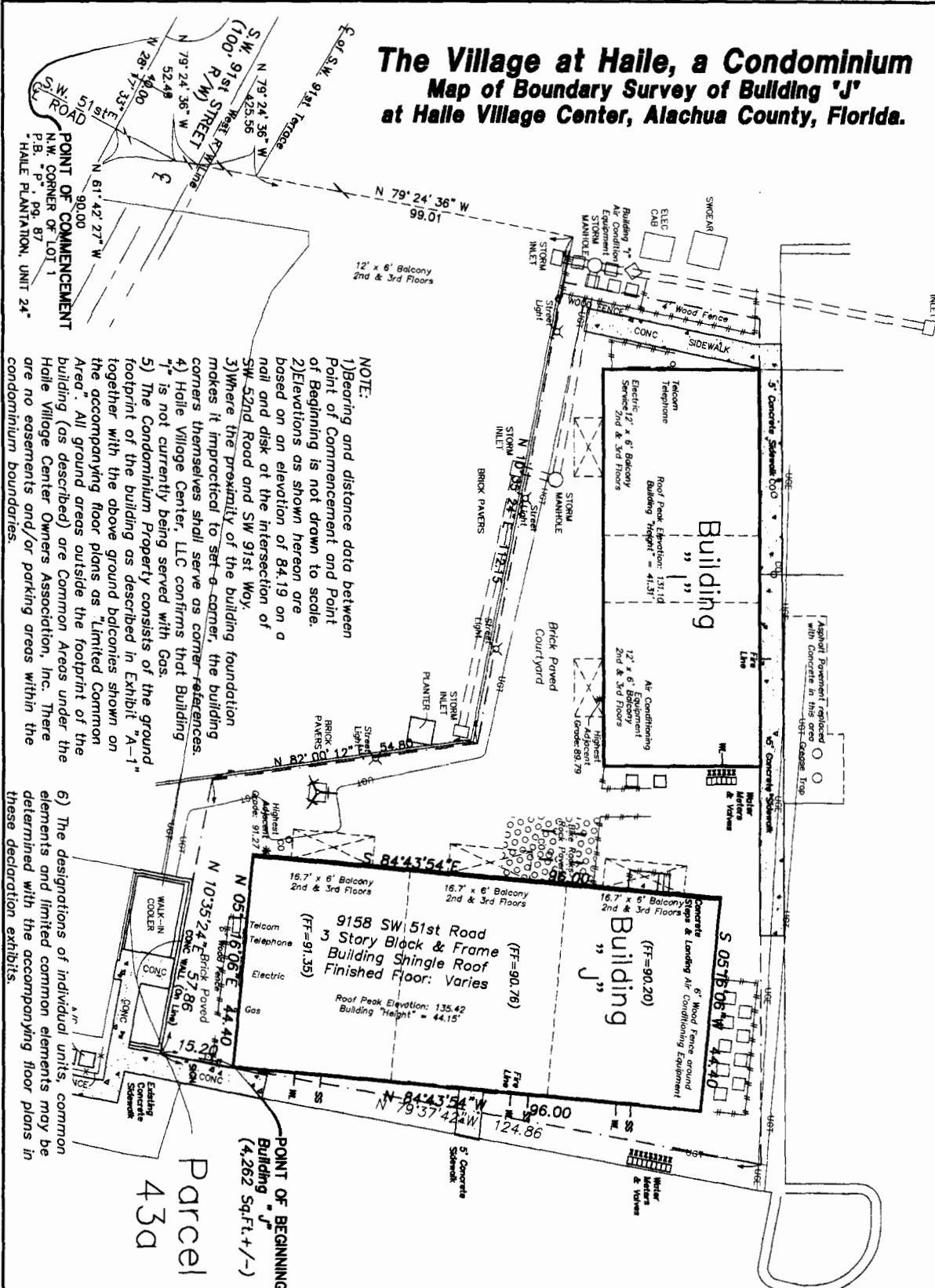
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EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 107

INSTRUMENT # 2247009
173 PGS

The Village at Haile, a Condominium Map of Boundary Survey of Building 'J' at Haile Village Center, Alachua County, Florida.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S, RGE. 19 E, ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/14/05 FIELD BOOK: HP102/57-70

PREPARED FOR: 1) SEE REPORT OF SURVEY
2) SEE REPORT OF SURVEY
3) SEE REPORT OF SURVEY
4) SEE REPORT OF SURVEY

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 61017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027 (2000), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LS-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



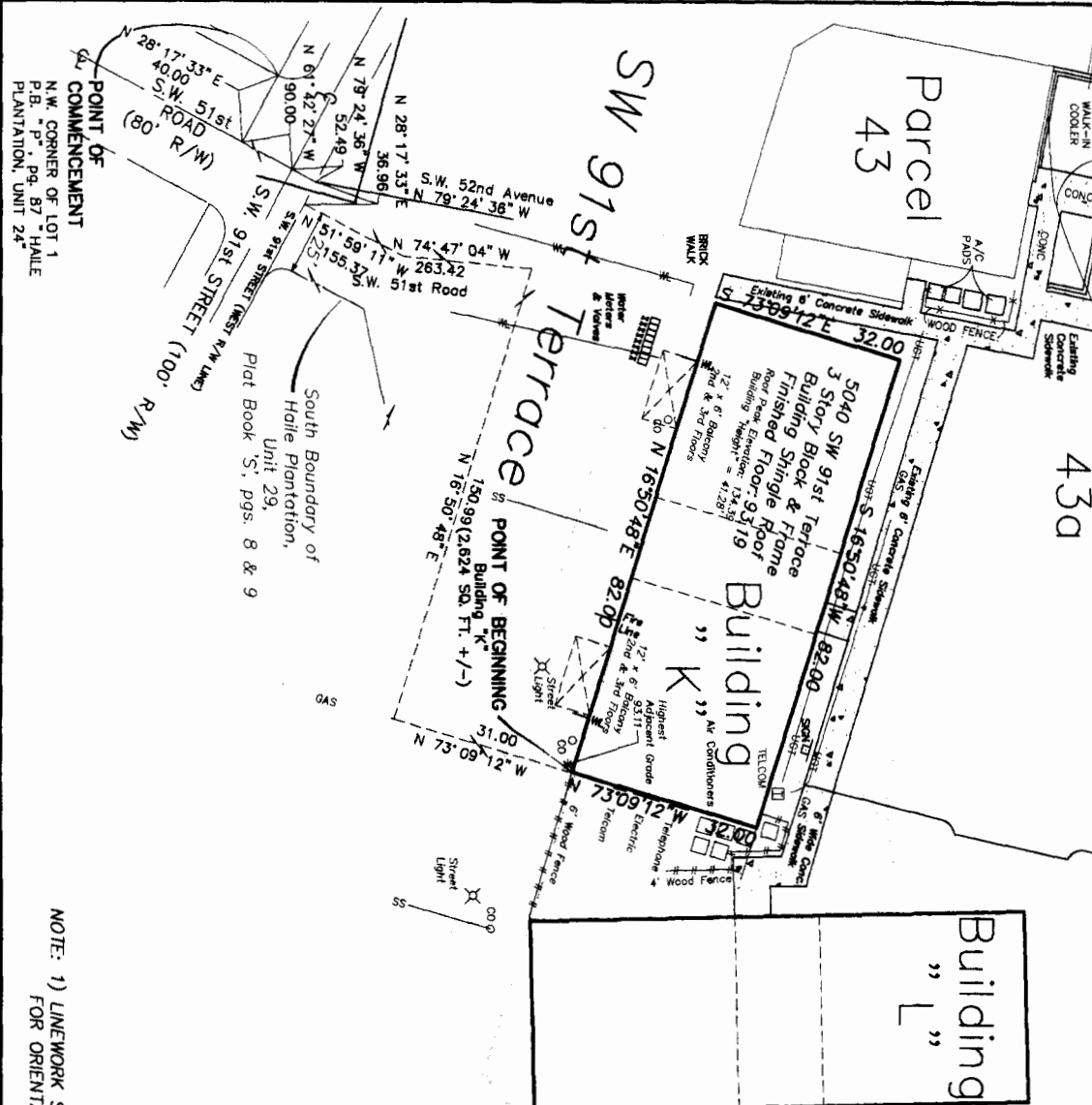
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GAINESVILLE, FLORIDA 32608
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EXHIBIT A-4

The Village at Haile, a Condominium **Map of Boundary Survey of Building "K" at Haile Village Center,** **Alachua County, Florida.**

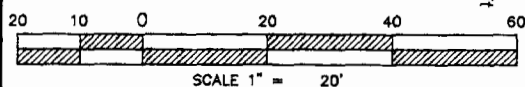
CONDO BOOK 7, Pg. 108



NOTE: 1) LINEWORK SHOWN IN
 FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

NOTE:
 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 2) Elevations as shown herein are based on an elevation of 87.39 on a nail and disk 24 feet west of the Southeast corner of Haile Plantation, Unit 30, Phase II (P.B. 22, pg. 49)
 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 4) Haile Village Center, LLC confirms that Building "K" is not currently being served with Gas.
 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

INSTRUMENT # 2247089
 173 PGS



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S., RGE. 19 E., ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05/305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/14/05 FIELD BOOK: HP102/57-70

PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 91017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2006), FLORIDA STATUTES.
 THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.
 ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389
 SIGNATURE - SEE REPORT OF SURVEY DATE.



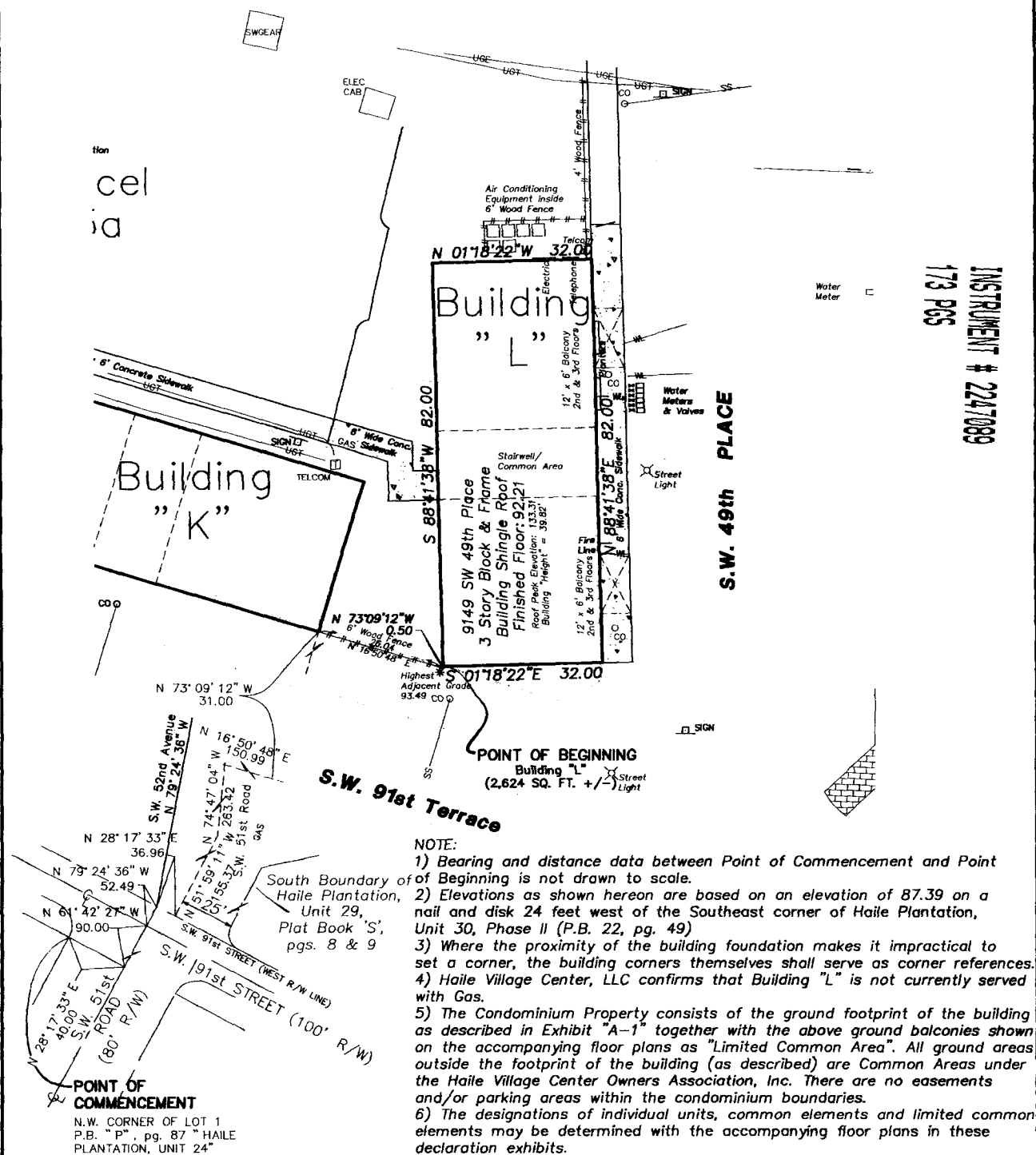
ENG. DENMAN & ASSOC. INC.

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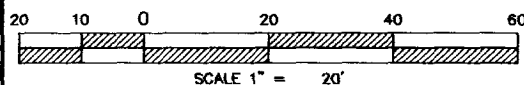
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NOTE: 1) LINEWORK SHOWN IN IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.



The Village at Haile, a Condominium
Map of Boundary Survey of Building 'L' at Haile Village Center,
Alachua County, Florida.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/14/05 FIELD BOOK: HP102/57-70

PREPARED FOR: 1) SEE REPORT OF SURVEY
2)
3)
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 61017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2008), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.

ENG. DENMAN & ASSOC., INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. 18-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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173 PGS

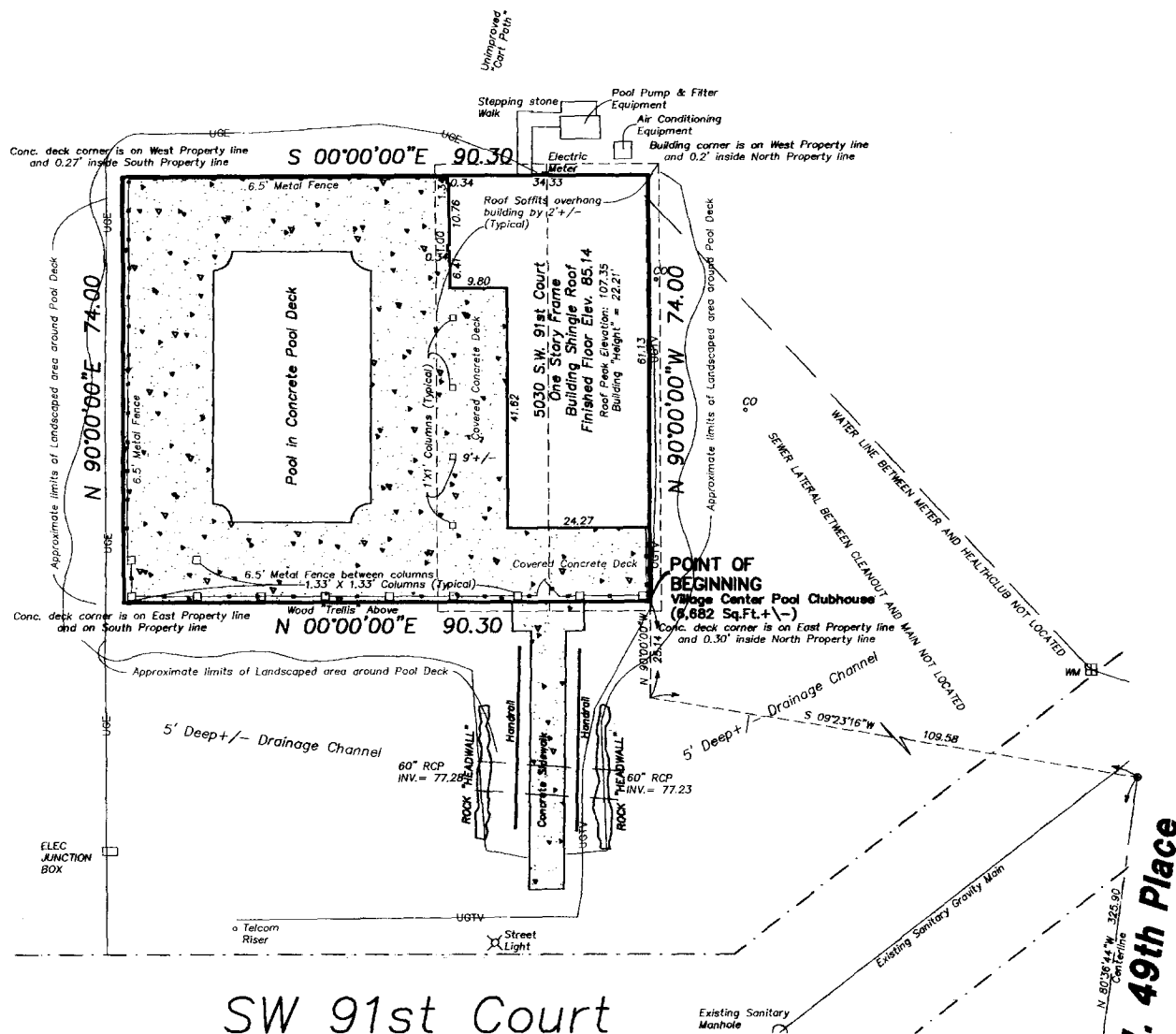
S.W. 49th PLACE

S.W. 91st Terrace

The Village at Haile, a Condominium

Map of Boundary Survey of 'Pool Parcel' at Haile Village Center, Alachua County, Florida.

NOTE: 1) LINEWORK SHOWN IN IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.

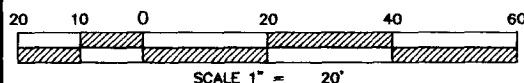


NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 87.39 on a nail and disk 24 feet west of the Southeast corner of Haile Plantation, Unit 30, Phase II (P.B. 22, pg. 49)
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) Haile Village Center, LLC confirms that Pool Parcel is not currently served with Gas or Telephone Service.
- 5) The "Pool Parcel" as shown, a Common Element, consists of the ground footprint as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

POINT OF COMMENCEMENT
S.E. CORNER OF HAILE PLANTATION,
UNIT 30, PHASE II, P.B. "22", pg. 49
Nail & Disk (PRM LB 2389) in C of
S.W. 49th Place

SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-310 DATED: 12/23/05. 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: 03-310	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 11/28/05	DRAWING COMPLETE: 12/23/05	FIELD BOOK: 1P114/6-8/12
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PREPARED FOR:

- 1) SEE REPORT OF SURVEY
- 2)
- 3)
- 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 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.067 (2005), FLORIDA STATUTES.
THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF: 11/28/05
ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389
SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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S.W. 49th Place

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PN 03-310 s01

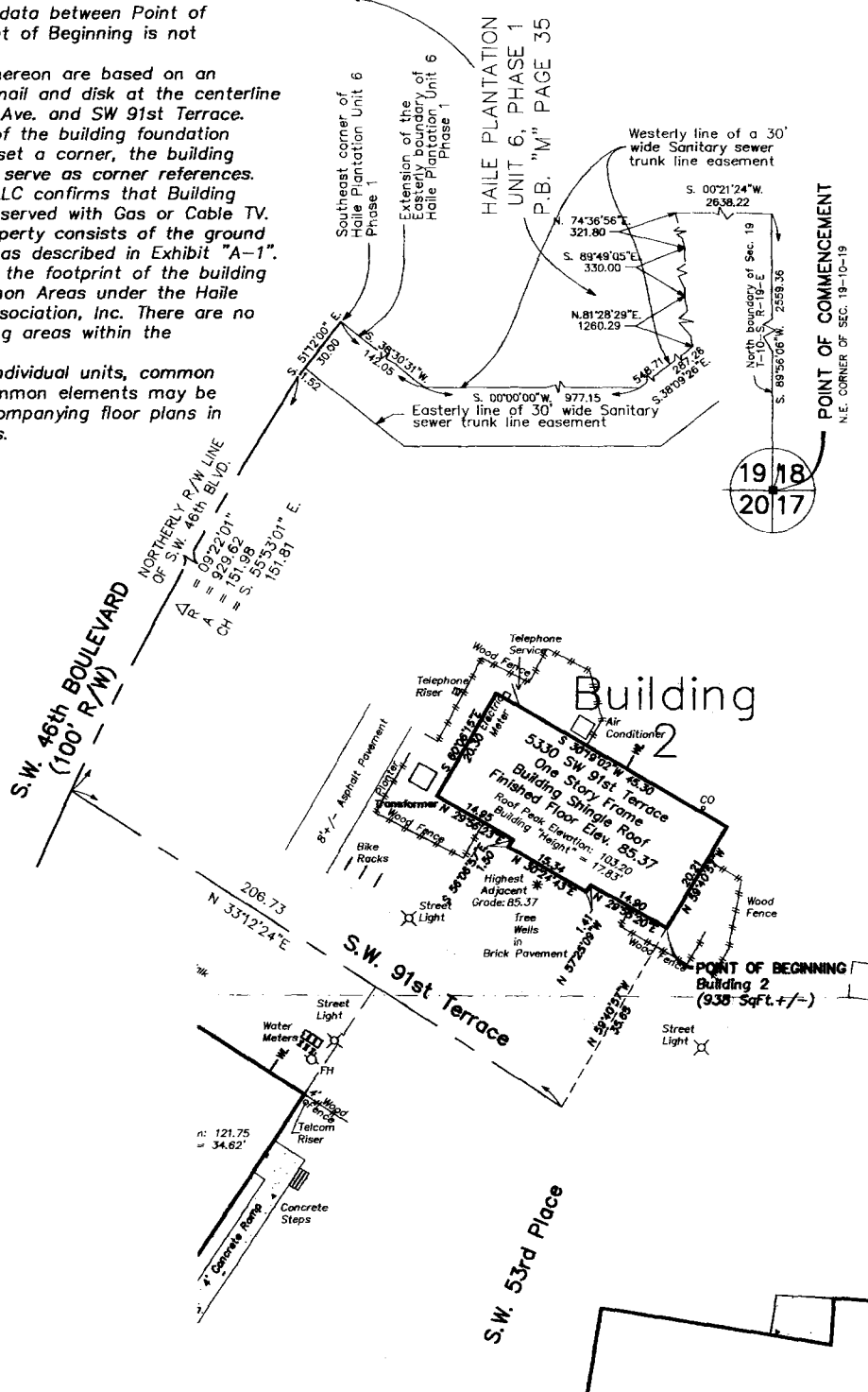
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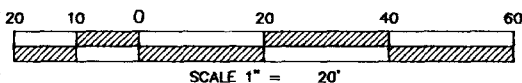
The Village at Haile, a Condominium **Map of Boundary Survey of Building '2' at Haile Village Center,** **Alachua County, Florida.**

NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the centerline intersection of SW 52nd Ave. and SW 91st Terrace.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) Haile Village Center, LLC confirms that Building 2 is not currently being served with Gas or Cable TV.
- 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 6) 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 MAP IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.
 2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL SURROUNDING CONTIGUOUS LAND IS HELD BY HAILE VILLAGE OWNERS ASSOCIATION, INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 11/03/05	DRAWING COMPLETE: 12/11/05	FIELD BOOK: L.L.F.
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PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 81G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2008), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

ENGINEERS * SURVEYORS * PLANNERS

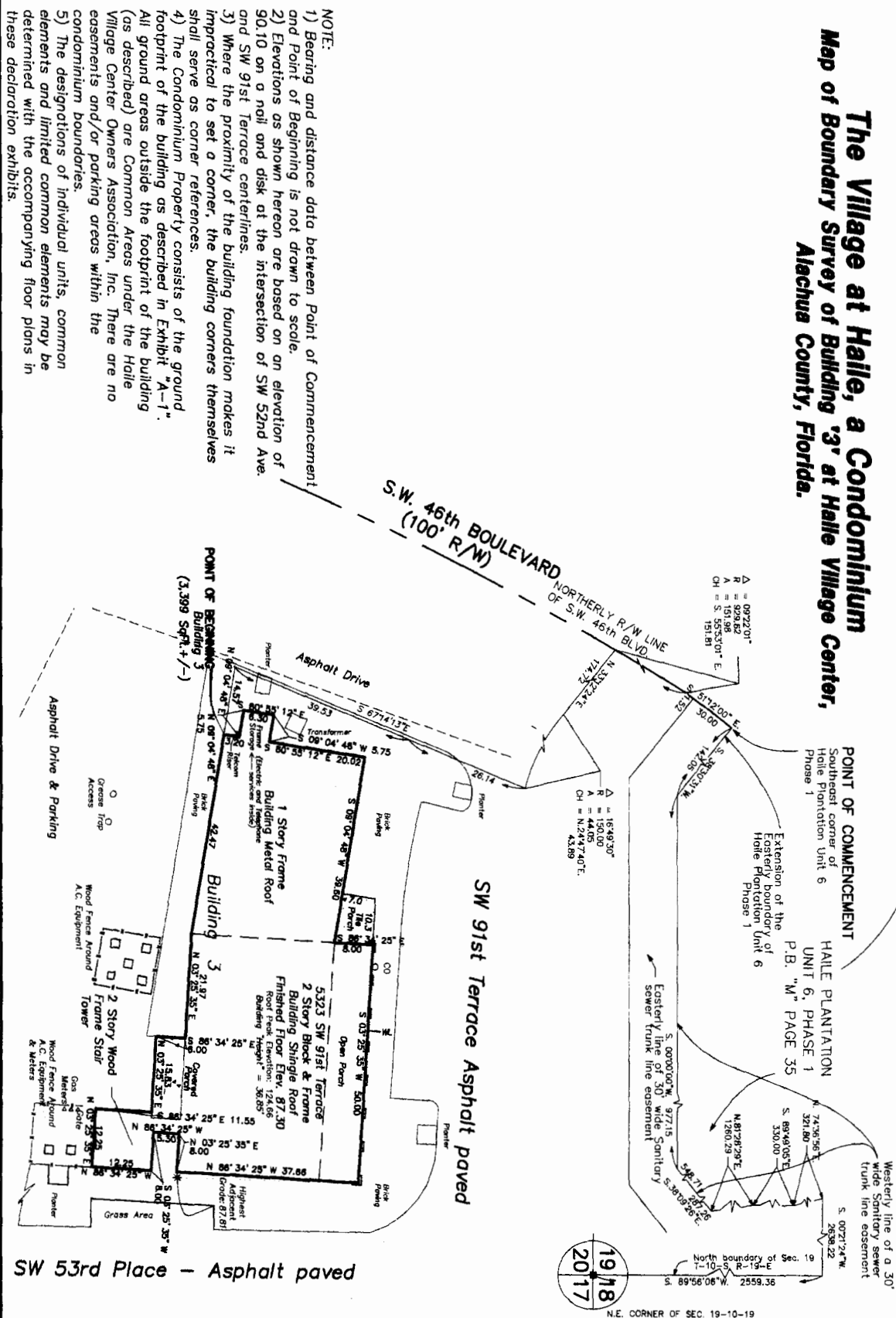
2404 N.W. 43rd St.
 GAINESVILLE, FLORIDA 32606
 TEL. (352) 373-3541 FAX (352) 373-7249

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INSTRUMENT # 2247089
 173 PGS

***The Village at Halle, a Condominium
Map of Boundary Survey of Building '3' at Halle Village Center,
Alachua County, Florida.***

INSTRUMENT # 2247089
173 PGS



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE
 CENTER, SEC. 20, TWP. 10 S, RGE 19 E, ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305
 DATED: 12/14/05. 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:	05-305	DRAWN BY:	HE	CHECKED BY:	HE	SURVEY DATE:	11/03/05	DRAWING COMPLETE:	12/12/05	FIELD BOOK:	L.L.F./1b-663b
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PREPARED
FOR:

- 1) SEE REPORT OF SURVEY
2) _____

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 §1017-9, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.02(2), 20000, FLORIDA STATUTES.

THIS SURVEY MEETS THE SITE CONDITIONS AS OF 11/03/05

BY: W. HAL EDWARDS LS 504

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ED A

ENG, DENMAN & ASSOC. INC.

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EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

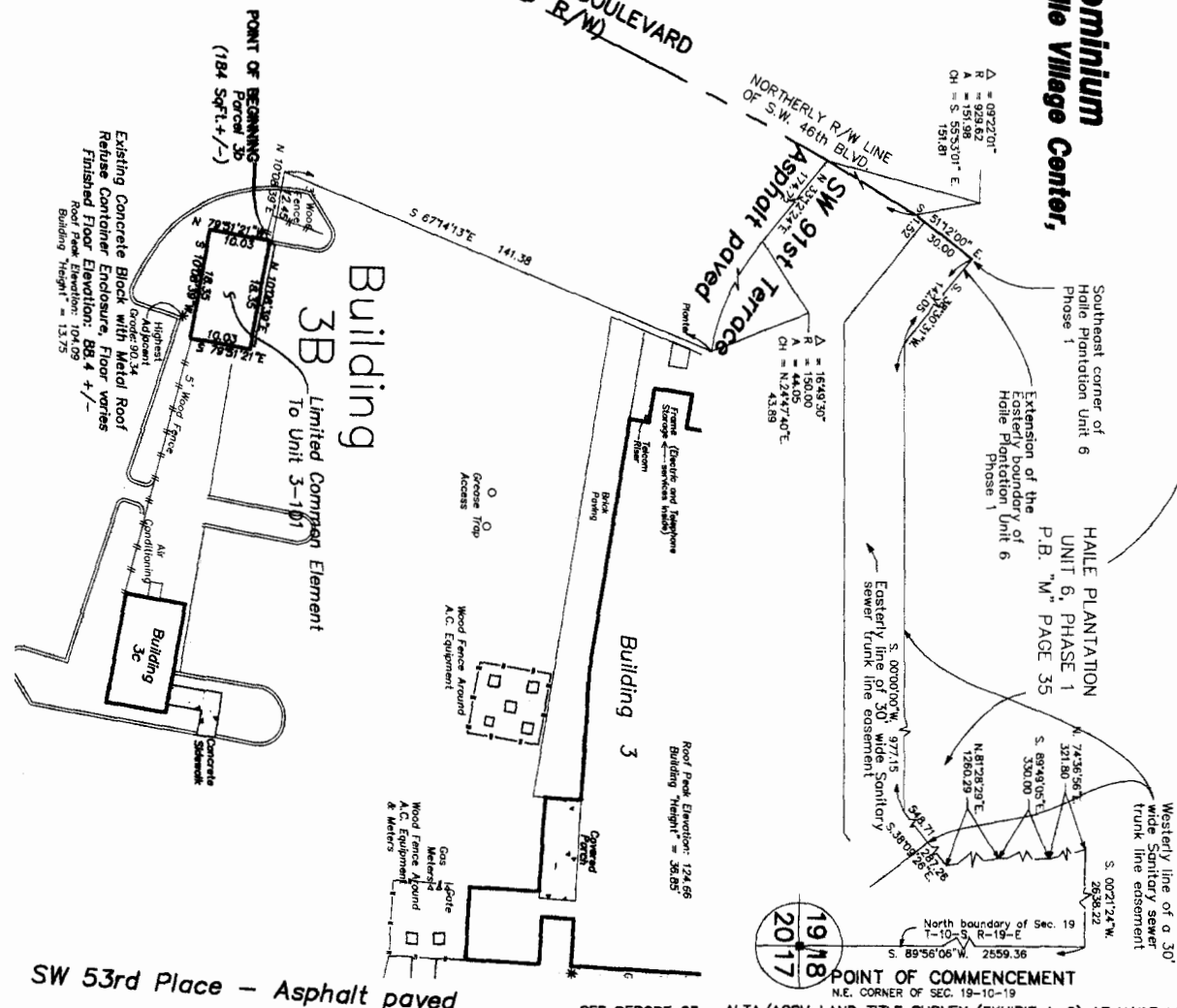
IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 13

The Village at Halle, a Condominium **Map of Boundary Survey of Building '3B' at Halle Village Center,** **Alachua County, Florida.**

INSTRUMENT # 2247089
173 PGS

S.W. 46th BOULEVARD
(100' R/W)

- NOTE:**
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 - 2) Elevations as shown hereon are based on an elevation of 84.67 on a nail and disk at the intersection of SW 52nd Lane and SW 91st Terrace centerlines.
 - 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 - 4) Building 3B as shown, a Common Element, consists of the ground footprint of the building as described in Exhibit "A-1" (as described) are Common Areas under the Halle Village Center Owners Association, Inc. There are no easements and/or parking areas within the described boundaries.
 - 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HALLE VILLAGE CENTER SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA. PROJECT NO. 03-310 DATED: 12/23/05. 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 03-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 12/16/05 DRAWING COMPLETE: 12/23/05 FIELD BOOK: L.L.F./1b-663b

PREPARED FOR: 1) SEE REPORT OF SURVEY

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 61G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027 (2006), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 12/16/05. ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042 FLORIDA CERTIFICATE OF AUTHORIZATION No. 18-2308 SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

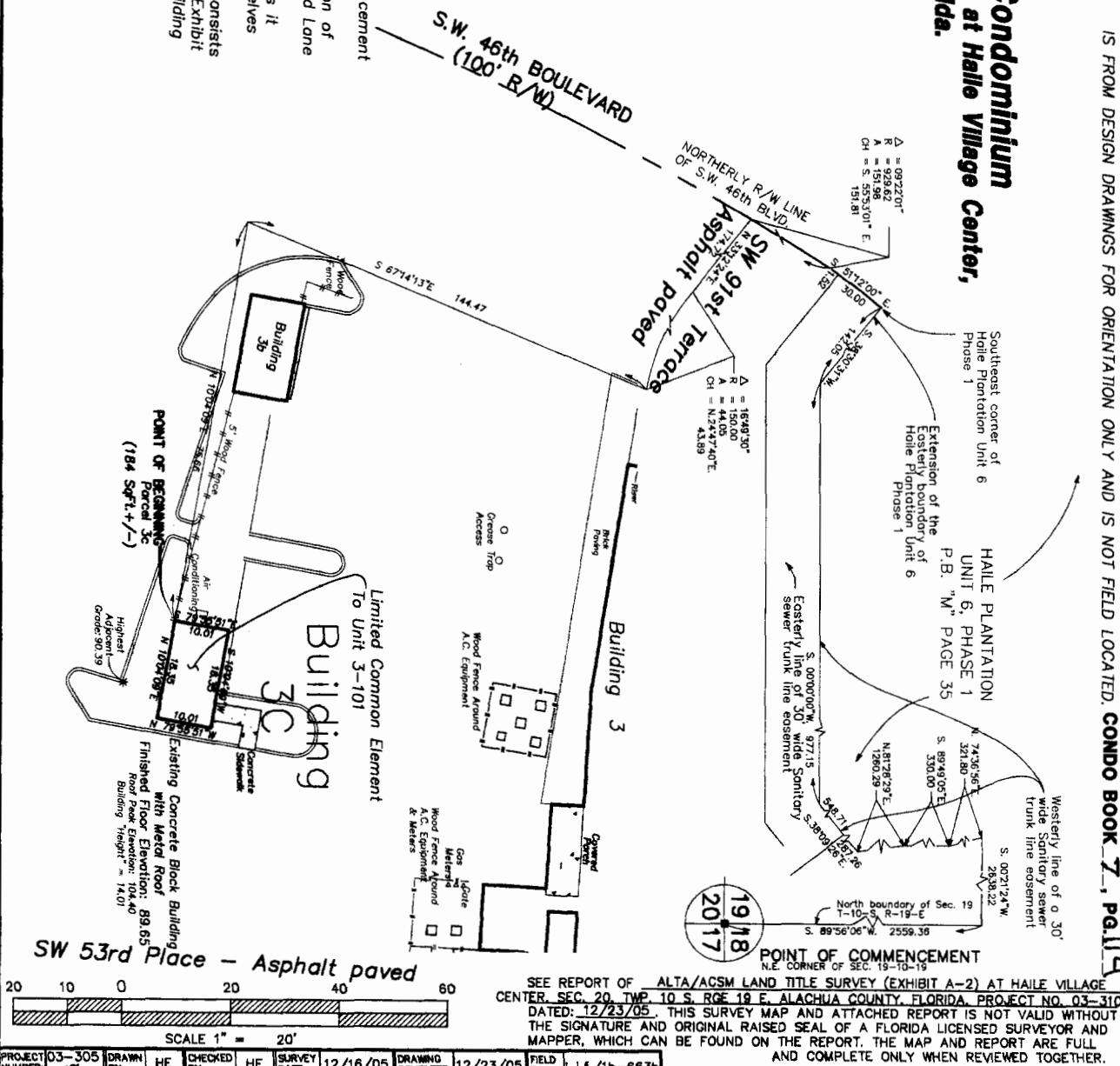
IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, PAGE 14

The Village at Halle, a Condominium

Map of Boundary Survey of Building '3C' at Halle Village Center, Alachua County, Florida.

INSTRUMENT # 2247089
173 PGS

- NOTE:
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 - 2) Elevations as shown hereon are based on an elevation of 84.67 on a nail and disk at the intersection of SW 52nd Lane and SW 91st Terrace centerlines.
 - 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 - 4) Building 3C as shown, a Limited Common Element, consists of the ground footprint of the building as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Halle Village Center Owners Association, Inc. There are no easements and/or parking areas within the described boundaries.
 - 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HALLE VILLAGE CENTER, SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 03-310 DATED: 12/23/05. 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: 03-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 12/16/05 DRAWING COMPLETE: 12/23/05 FIELD BOOK: L.L.F./1b-663b

PREPARED FOR: 1) SEE REPORT OF SURVEY
2) _____
3) _____
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 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (3006), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 12/16/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 6042
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2386

SIGNATURE - SEE REPORT OF SURVEY DATE: _____



ENG. DENMAN & ASSOC. INC.

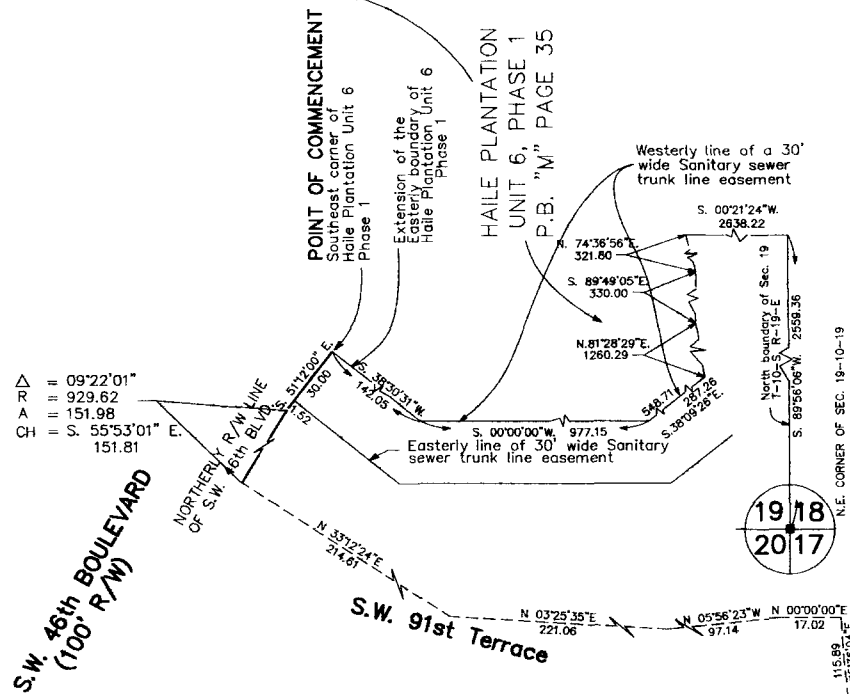
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The Village at Haile, a Condominium

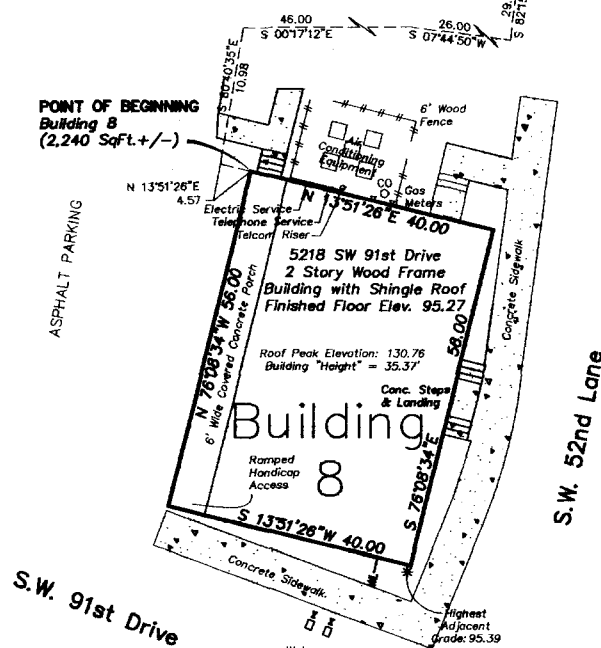
Map of Boundary Survey of Building '8' at Haile Village Center, Alachua County, Florida.



NOTE:

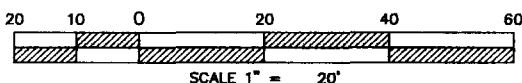
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 99.32 on a nail and disk at the centerline intersection of SW 52nd Ave. and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

INSTRUMENT # 2247099
173 PGS

POINT OF BEGINNING
Building 8
(2,240 Sq.Ft. +/-)

NOTE: 1) LINEWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305	DRAWN BY: HE	CHECKED BY: HE	SURVEY DATE: 11/03/05	DRAWING COMPLETE: 12/12/05	FIELD BOOK: L.L.F.
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PREPARED FOR: 1) SEE REPORT OF SURVEY
2) _____
3) _____
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 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2006), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.

ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.
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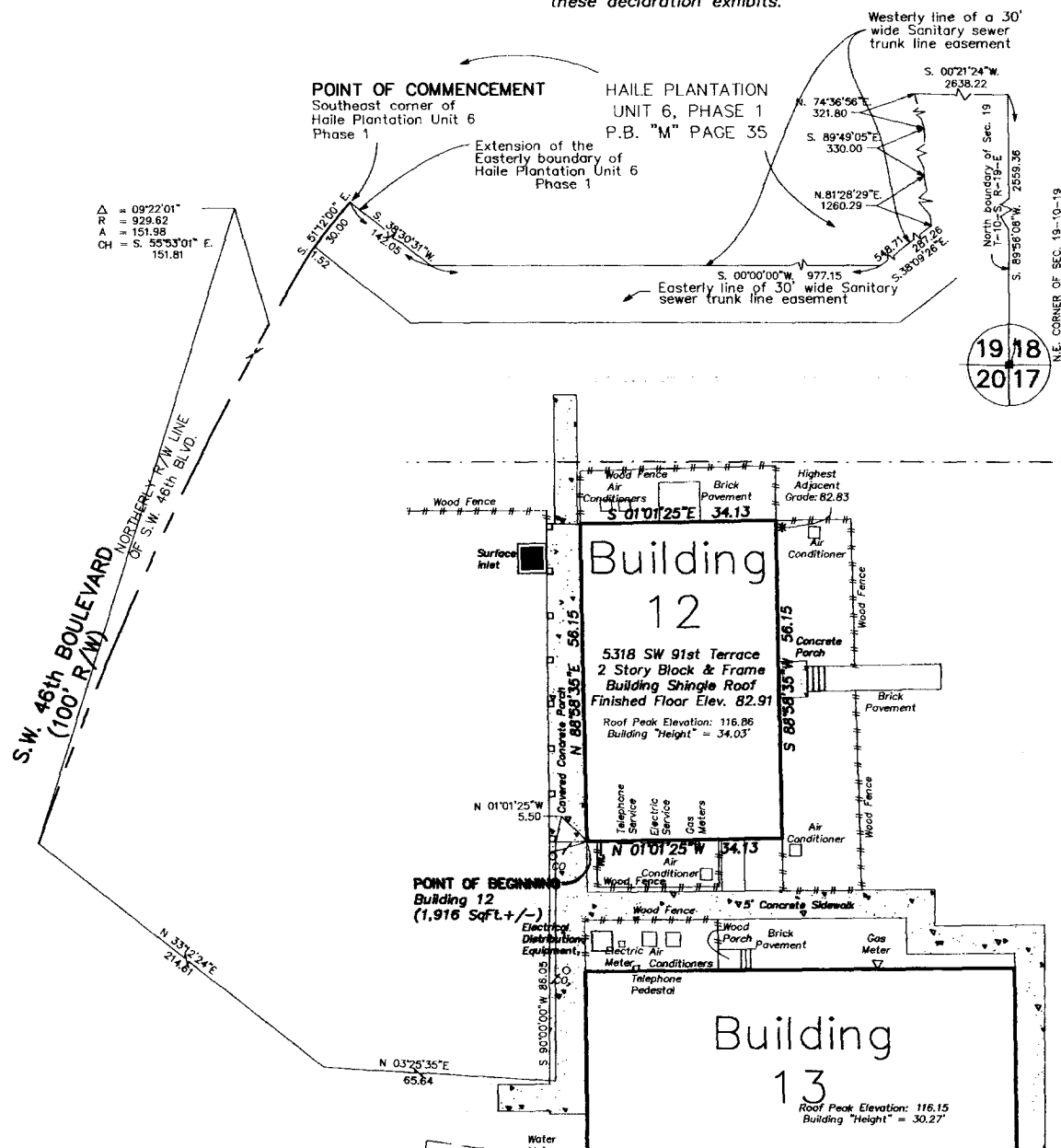
The Village at Haile, a Condominium

Map of Boundary Survey of Building '12' at Haile Village Center, Alachua County, Florida.

NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the centerline intersection of SW 52nd Ave. and SW 91st Terrace.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.

- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



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INSTRUMENT # 2247089
173 PGS

SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/12/05 FIELD BOOK: L.L.F.

PREPARED FOR:

1) SEE REPORT OF SURVEY

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 61017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2005), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.

ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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EXHIBIT A-4 NOTE: 1) LINEWORK SHOWN IN

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 17

The Village at Haile, a Condominium

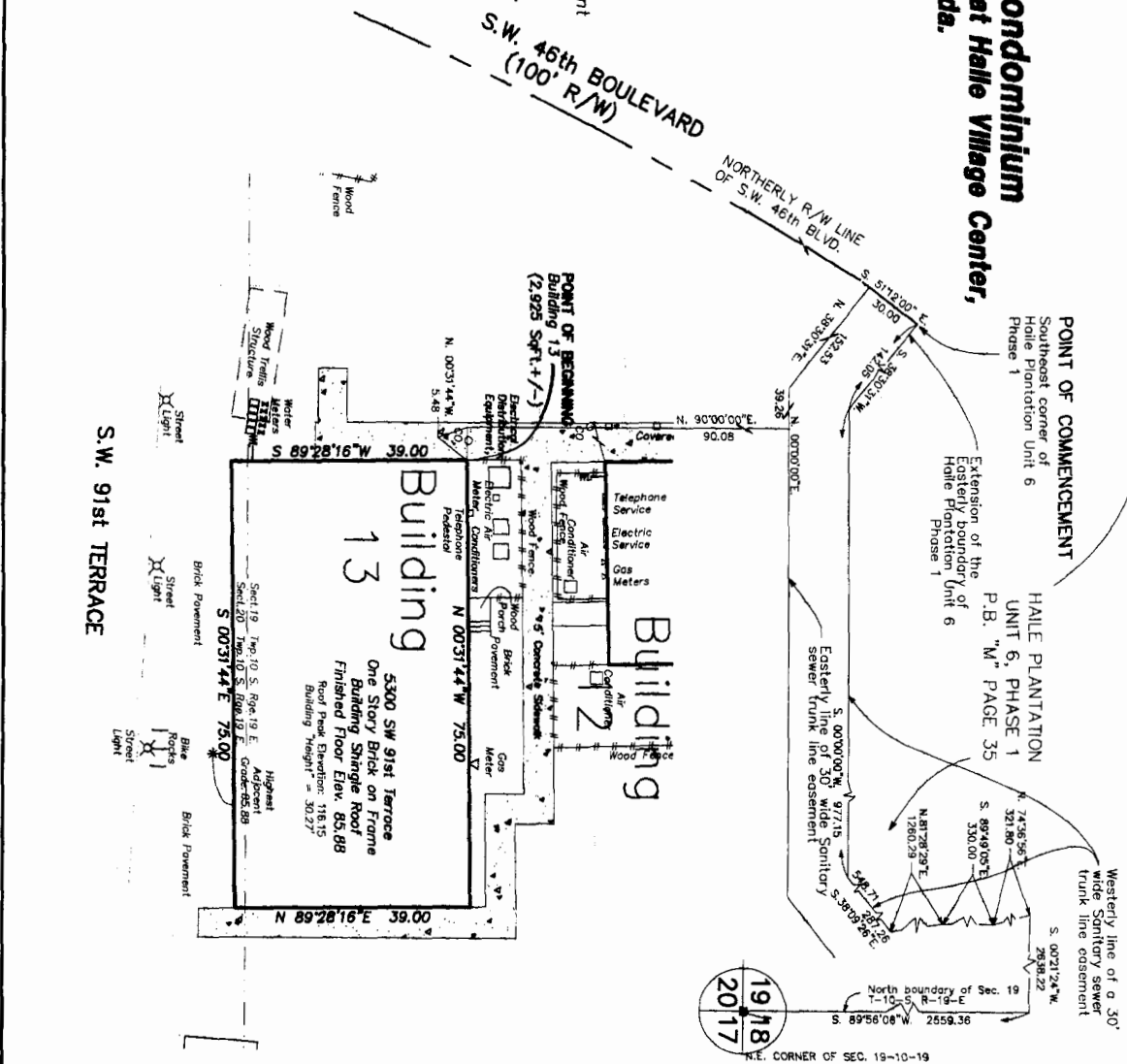
Map of Boundary Survey of Building "13" at Haile Village Center,

Alachua County, Florida.

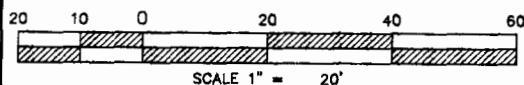
INSTRUMENT # 2247089
173 PGS

NOTE:

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the intersection of SW 52nd Ave. and SW 91st Terrace centerlines.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) Haile Village Center, LLC confirms that Building 13 is not currently being served with Cable TV.
- 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19 TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/12/05 FIELD BOOK: L.L.F./1b-653b

PREPARED FOR: 1) SEE REPORT OF SURVEY
2)
3)
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 81.017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007 (2006), FLORIDA STATUTES.

THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 18-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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TEL. (352) 373-3541 FAX (352) 373-7249

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EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN

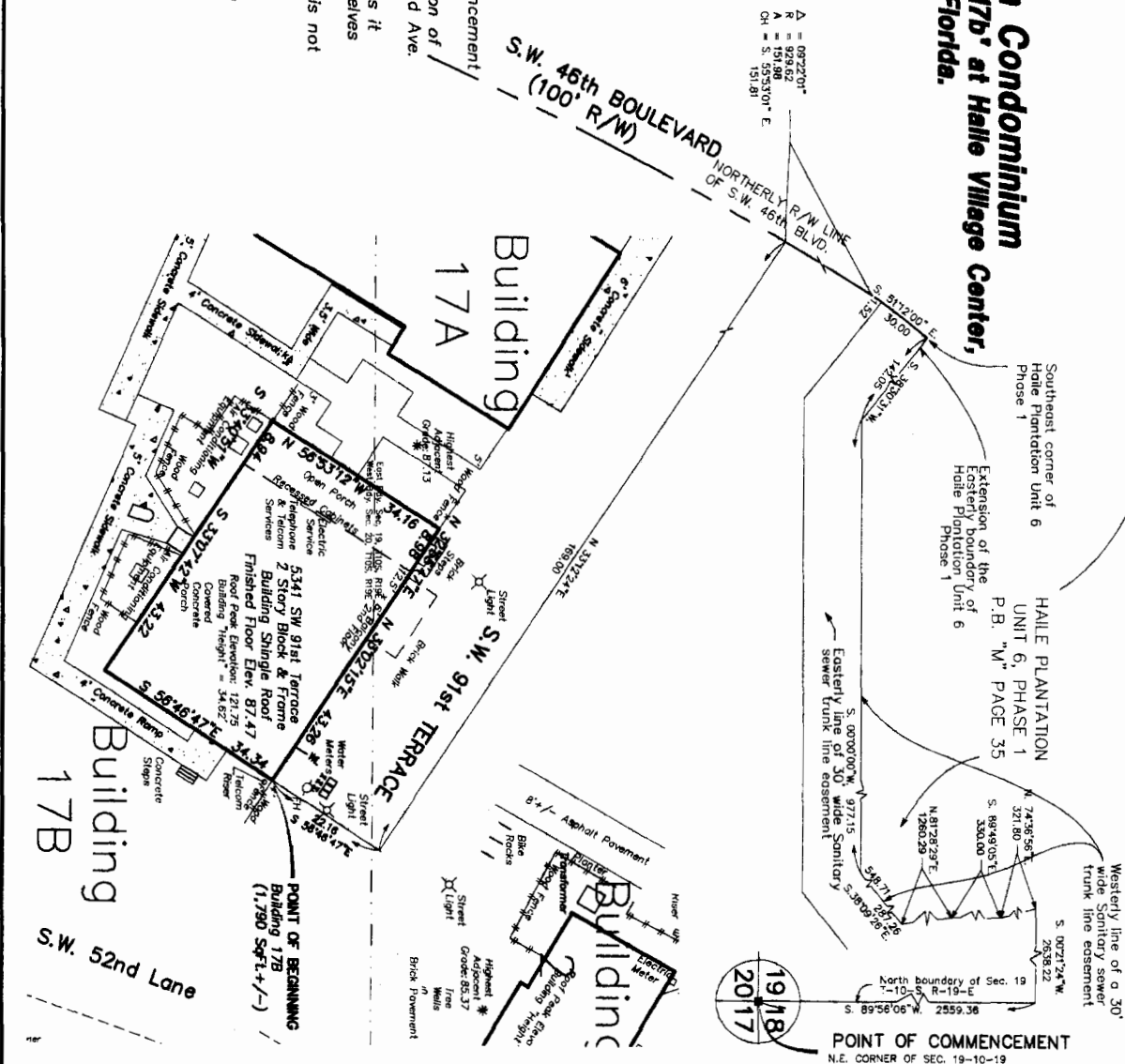
2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL THE SURROUNDING CONTIGUOUS LAND IS HELD BY HAILE VILLAGE OWNERS ASSOCIATION INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 19

The Village at Haile, a Condominium Map of Boundary Survey of Building "17b" at Haile Village Center, Alachua County, Florida.

INSTRUMENT # 2247009
 173 PGS

- NOTE:
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 - 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the intersection of SW 52nd Ave. and SW 91st Terrace centerlines.
 - 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 - 4) Haile Village Center, LLC confirms that Building 17b is not currently being served by Gas.
 - 5) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
 - 6) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19, TWP. 10 S., RGE. 19 E., ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/12/05 FIELD BOOK: L.L.F./1b-666

PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 81217-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027 (2000), FLORIDA STATUTES.

THIS SURVEY REPORTS THE SITE CONDITIONS AS OF 11/03/05

ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042

FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2359

SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

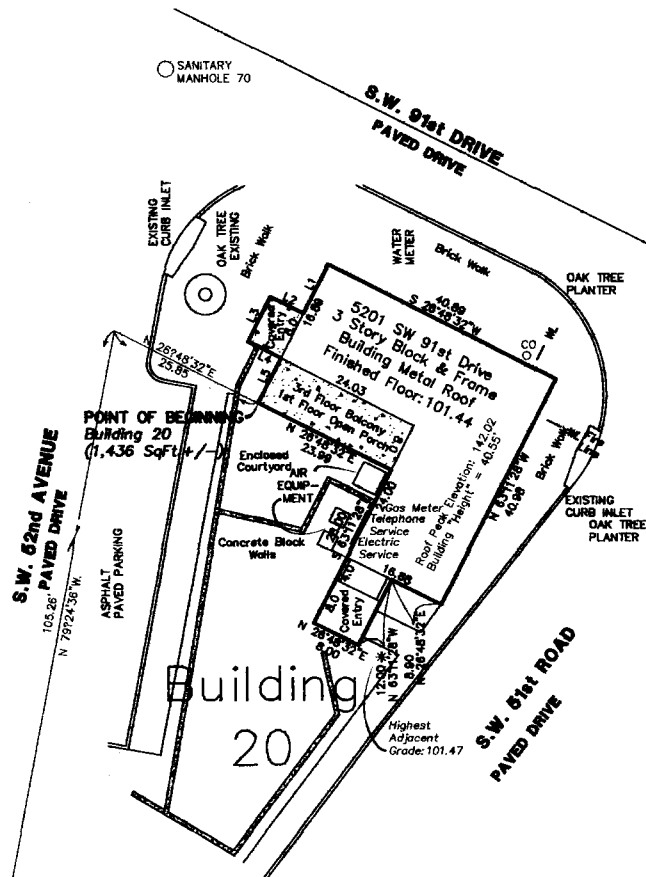
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The Village at Haile, a Condominium
Map of Boundary Survey of Building '20' at Haile Village Center,
Alachua County, Florida.

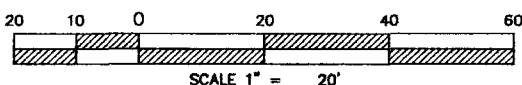
LINE	BEARING	DISTANCE
L1	S 63° 11' 28" E	8.89
L2	S 26° 48' 32" W	5.95
L3	S 63° 11' 28" E	8.00
L4	N 26° 48' 32" E	5.95
L5	S 63° 11' 28" E	8.09

**NOTE:**

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the centerline intersection of SW 52nd Ave. and SW 91st Drive.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

HAILE PLANTATION
UNIT 24
P.B. 'P', pg. 87

NOTE: 1) LINEWORK SHOWN IN IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.
 2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL SURROUNDING CONTIGUOUS LAND IS HELD BY HAILE VILLAGE OWNERS ASSOCIATION, INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 20, TWP. 10 S. RGE. 19 E. ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/12/05 FIELD BOOK: L.L.F./3D180b

PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 91017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2008), FLORIDA STATUTES.
 THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.
 ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 5042
 FLORIDA CERTIFICATE OF AUTHORIZATION No. 18-2389
 SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

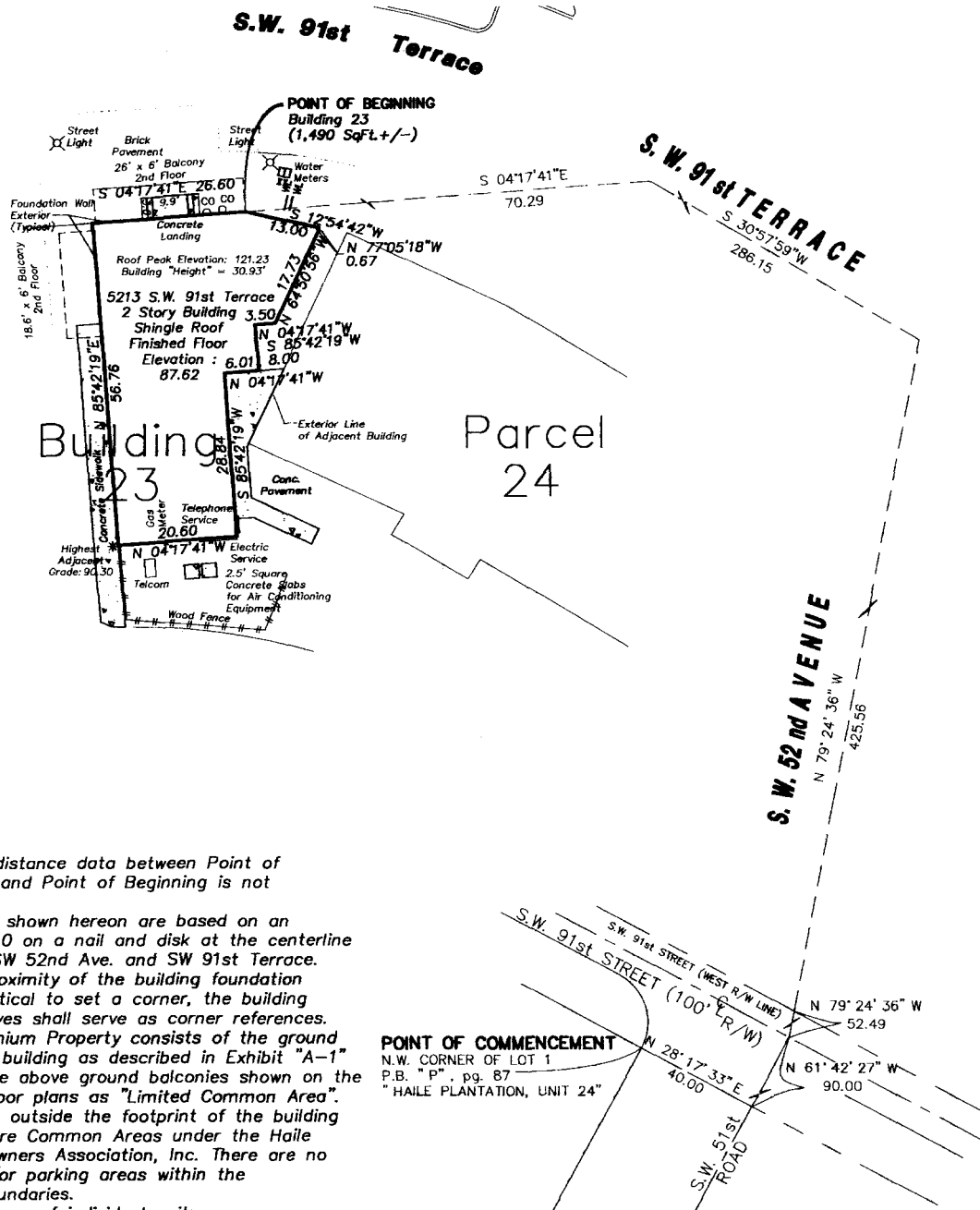
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INSTRUMENT # 2247089
 173 PGS

The Village at Haile, a Condominium
Map of Boundary Survey of Building '23' at Haile Village Center,
Alachua County, Florida.

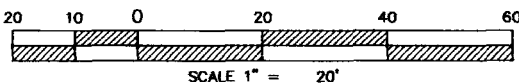
**NOTE:**

- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
- 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the centerline intersection of SW 52nd Ave. and SW 91st Terrace.
- 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
- 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
- 5) 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

2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL SURROUNDING CONTIGUOUS LAND IS HELD BY HAILE VILLAGE OWNERS ASSOCIATION, INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED.



PROJECT NUMBER: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: L.L.f./

PREPARED FOR: 1) SEE REPORT OF SURVEY
 2)
 3)
 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 81C17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027 (2005), FLORIDA STATUTES.
 THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05
 ENG. DENMAN & ASSOCIATES, INC. BY: W. Hal Edwards LS 3042
 AUTHORIZATION No. LB-2389 SIGNATURE - SEE REPORT OF SURVEY DATE:



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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INSTRUMENT # 2247089
 473 PGS

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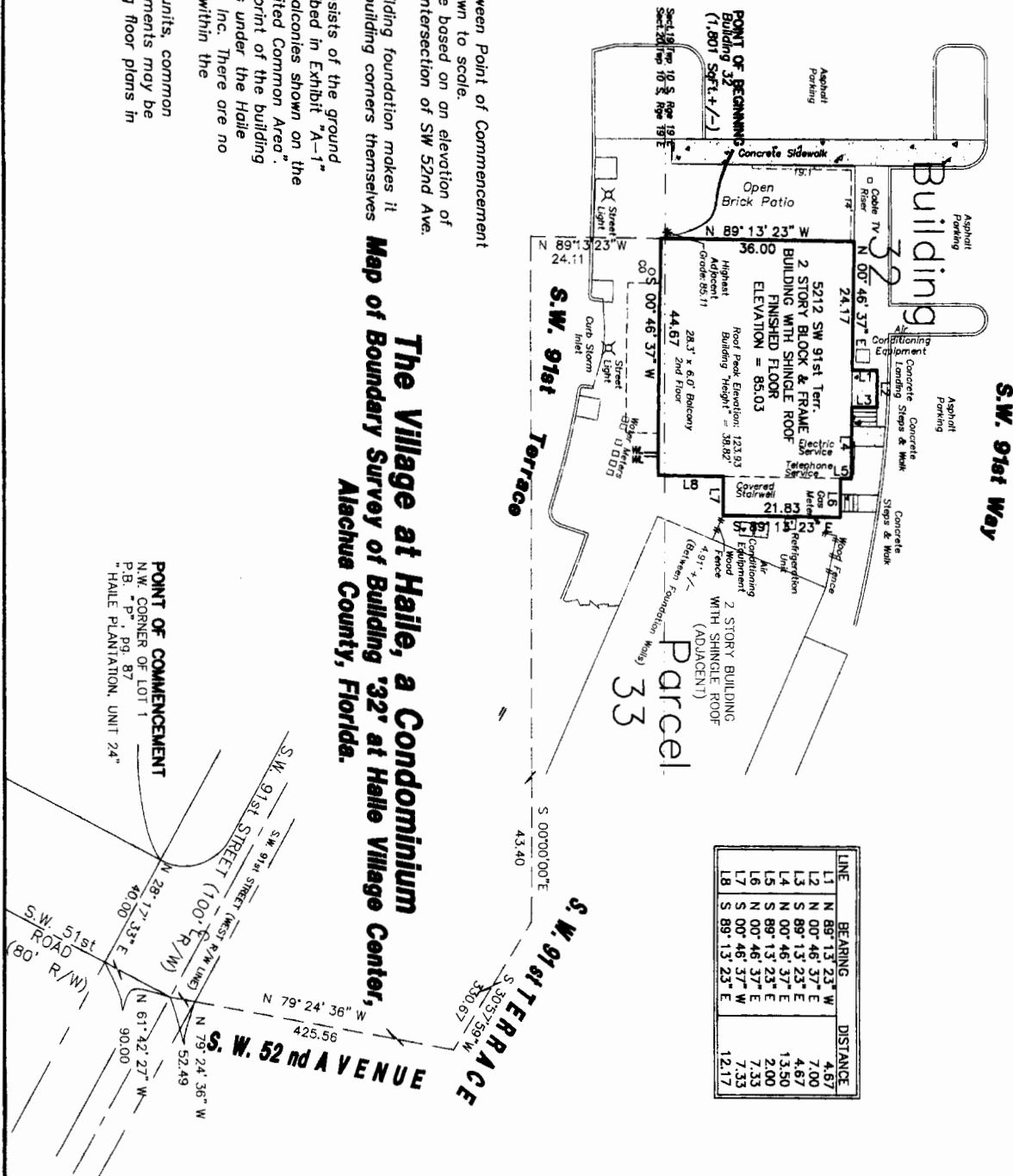
INSTRUMENT # 2247009
173 PGS

EXHIBIT A-4 NOTE: 1) LINEWORK SHOWN IN
2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL THE SURROUNDING CONTIGUOUS LAND IS HELD BY HAILE VILLAGE OWNERS ASSOCIATION INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".

IS FROM DESIGN DRAWINGS FOR ORIENTATION ONLY AND IS NOT FIELD LOCATED. CONDO BOOK 7, Pg. 24

- NOTE:
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 - 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the intersection of SW 52nd Ave. and SW 91st Terrace centerlines.
 - 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 - 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Haile Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
 - 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

The Village at Haile, a Condominium **Map of Boundary Survey of Building '32' at Haile Village Center,** **Alachua County, Florida.**



SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HAILE VILLAGE CENTER, SEC. 19 & 20, TWP. 10 S., RGE. 19 E., ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: L.L.f./

PREPARED FOR:

1) SEE REPORT OF SURVEY
2)
3)

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 81017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2005), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05. ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042 FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389

SIGNATURE - SEE REPORT OF SURVEY DATE:



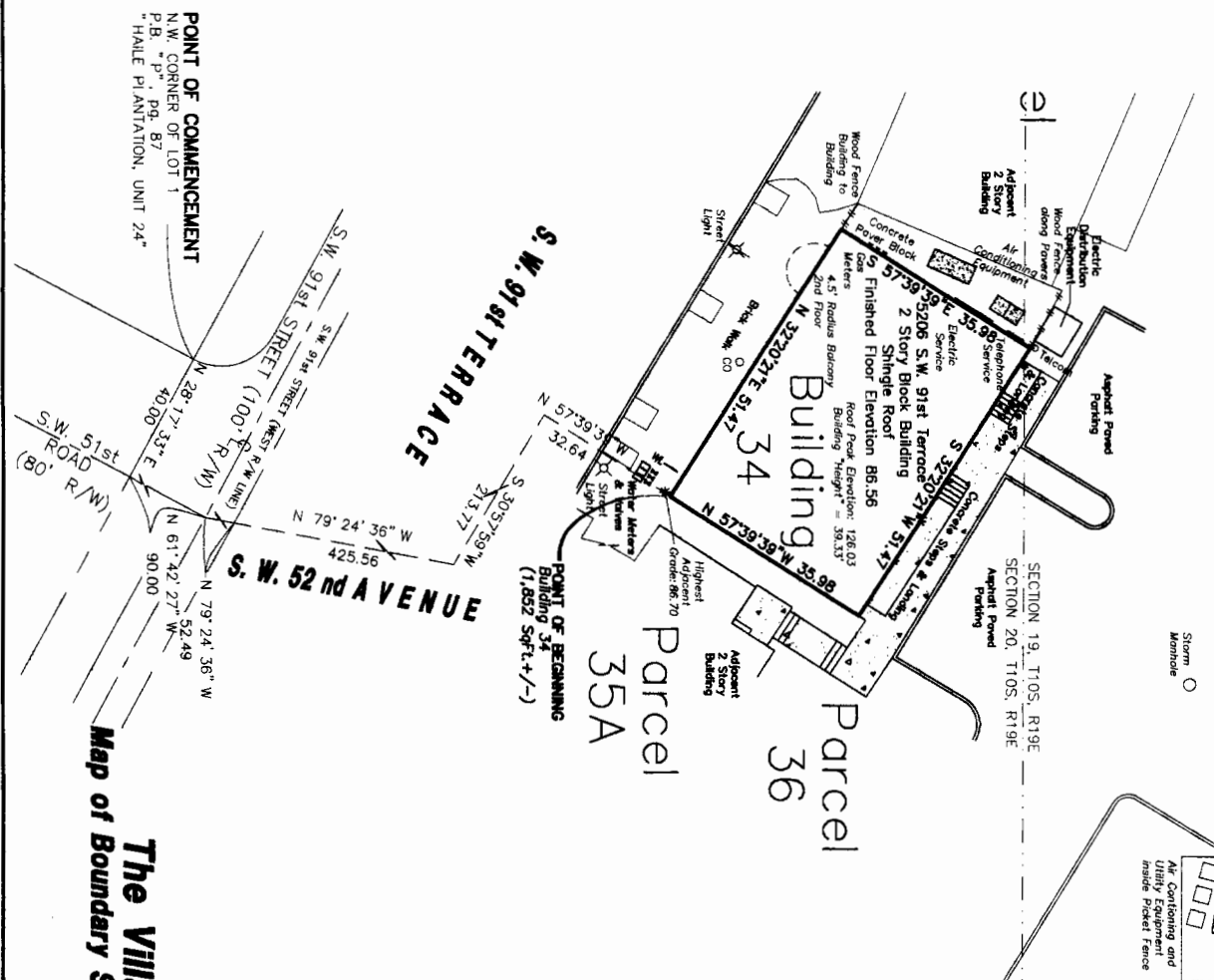
ENG. DENMAN & ASSOC. INC.

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EXHIBIT A-4 NOTE: 1) LINENWORK SHOWN IN
2) ACCORDING TO ATTORNEYS' TITLE INSURANCE FUND, INC. ALL THE SURROUNDING CONTIGUOUS LAND IS HELD BY HALLE
VILLAGE OWNERS ASSOCIATION INC. (O.R. 2430, PG. 108) AS "COMMON PROPERTY".



**The Village at Halle, a Condominium
Map of Boundary Survey of Building '34' at Halle Village Center,
Alachua County, Florida.**

- NOTE:
- 1) Bearing and distance data between Point of Commencement and Point of Beginning is not drawn to scale.
 - 2) Elevations as shown hereon are based on an elevation of 90.10 on a nail and disk at the intersection of SW 52nd Ave. and SW 91st Terrace centerlines.
 - 3) Where the proximity of the building foundation makes it impractical to set a corner, the building corners themselves shall serve as corner references.
 - 4) The Condominium Property consists of the ground footprint of the building as described in Exhibit "A-1" together with the above ground balconies shown on the accompanying floor plans as "Limited Common Area". All ground areas outside the footprint of the building (as described) are Common Areas under the Halle Village Center Owners Association, Inc. There are no easements and/or parking areas within the condominium boundaries.
 - 5) The designations of individual units, common elements and limited common elements may be determined with the accompanying floor plans in these declaration exhibits.

**INSTRUMENT # 2247089
173 PGS**

SEE REPORT OF ALTA/ACSM LAND TITLE SURVEY (EXHIBIT A-2) AT HALLE VILLAGE CENTER, SEC.19&20,TWP.10 S, RGE.19 E, ALACHUA COUNTY, FLORIDA, PROJECT NO. 05-305 DATED: 12/14/05. 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: 05-305 DRAWN BY: HE CHECKED BY: HE SURVEY DATE: 11/03/05 DRAWING COMPLETE: 12/13/05 FIELD BOOK: Halle83/44

PREPARED FOR: 1) SEE REPORT OF SURVEY
2)
3)
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 11017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027 (2006), FLORIDA STATUTES.
THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/03/05.
ENG. DENMAN & ASSOCIATES, INC. BY: W. HAL EDWARDS LS 5042
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-2389
SIGNATURE - SEE REPORT OF SURVEY DATE:



ENG. DENMAN & ASSOC. INC.

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EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
THE VILLAGE AT HAILE 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 718, Florida Statutes, and certify as follows:

**ARTICLE I
Name**

The name of the corporation shall be The Village at Haile Condominium Association, Inc., 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 The Village at Haile, a Condominium, hereinafter referred to as the "condominium", in accordance with the Declaration of Condominium of The Village at Haile, 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 a 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 the 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.

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 follows:

1. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. Any Owner shall be entitled to one (1) vote for each Unit which he may own.

2. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, a Deed or other instrument establishing a change of record title to a Unit in the Condominium, and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

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>
Pamela Witters	9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Michael Deree	9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Paulette Deree	9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Barry Jones	9116 SW 51 st Road, Suite 103 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:	Michael Deree 9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Vice-President	Barry Jones 9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Secretary	Pamela M. Witters 9116 SW 51 st Road, Suite 103 Gainesville, FL 32608
Treasurer	Paulette Deree 9116 SW 51 st Road, Suite 103 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 two-thirds (2/3) 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.

ARTICLE X **Term**

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 **Special Meetings**

Special members' meetings shall be held whenever called by the president or vice president or by a majority of the board of directors and must be called by such officers upon receipt of a written request from thirty percent (30%) of the members of the Association, unless otherwise provided by law.

ARTICLE XII **Incorporator**

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

<u>Name</u>	<u>Address</u>
HVC Partners, LLC	9116 SW 51 st Road, Suite 103 Gainesville, FL 32608

ARTICLE XIII **Registered Agent**

The association hereby appoints Mike Deree as its Registered Agent to accept service of process within this state, with the Registered Office located at 9116 SW 51st Road, Suite 103, Gainesville, FL 32608.

ARTICLE XIV **Principal Office**

The address of the principal office of the Association is 9116 SW 51st Road, Suite 103, Gainesville, FL 32608.

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this 8th day of June, 2006.

HVC Partners, LLC.,
a Florida limited liability company

By: Colson Park Capital, Inc.
a North Carolina corporation
it's Managing Member

BY: 
Michael Deree, President

STATE OF FLORIDA
COUNTY OF ALACHUA

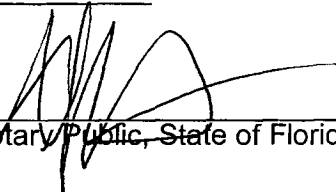
BEFORE ME the undersigned authority, personally appeared Michael Deree, President, of THE VILLAGE AT HAILE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who after being duly sworn, deposes and says that he executed the foregoing instrument for the purpose set out therein on this 8th day of June, 2006.

Such person:

- ☒ (x) is personally known to me.
☐ () produced _____ as identification.
☐ () did (x) did not take an oath.



Denise L. Hutson
Commission # DD171511
Expires Dec. 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public, State of Florida

Serial No. _____
Commission Expiration _____

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

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



Michael Deree

EXHIBIT "C"

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

I. IDENTITY

These are the Bylaws of THE VILLAGE AT HAILE 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 The Village at Haile, a Condominium, (the "Condominium"), in accordance with the Declaration of Condominium for The Village at Haile, a Condominium,(the "Declaration").

1. The office of the Association shall be at 9116 SW 51st Road, Suite 103, Gainesville, FL 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 thirty percent (30%) 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 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 by mail 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. Each unit shall be entitled to one (1) vote at Association meetings. 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.
- L. 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, excepting 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. 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 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 not less than 14 days and not more than 34 days 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.

B. 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.

C. 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 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; whichever shall first occur; or

(e) seven (7) years after recordation of the Declaration of Condominium.

(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 telegraph 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 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 by notice and ratified at the next regular meeting of the board. Upon notice to the Unit Owners, the board shall be duly adopted rule designate 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 or delivered 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 telegraph, 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. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. Notwithstanding the above, the Board will post a conspicuous notice of meeting on the condominium property at least 48 hours preceding the meeting, except in an emergency.

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.
8. To pay taxes and assessments which are liens against any part of the Condominium Property other than individual Units and the appurtenances thereto, and to assess the same against the Unit Owner subject to such liens.
9. 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.
10. 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.
11. To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.
12. 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.
13. To carry insurance for the protection of the members and the Association against casualty and liability.

14. To levy fines against the unit owners, occupants, licensee or invitees for failure to abide by any provision of the Declaration, these By-Laws or rules of the Association. The following procedure shall be followed prior to the Association levying any fine:

A. The Unit Owner and, if applicable, the occupant, licensee or invitee against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of not less than three other unit owners, none of whom shall be a director, after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (1) A statement of the date, time and place of hearing;
- (2) A statement of the provisions of the Declaration, Association Bylaws, or Rules and Regulations which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

C. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

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. Initial Working Capital Fund. The board of directors shall establish a working capital fund for the initial months of Condominium operations equal to two months Condominium dues.

2. 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, but not less frequently than quarterly, 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.

4. 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, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful 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 transmitted to each member at least fourteen (14) days prior to the 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 an adopted budget required assessment against the members in any fiscal or calendar year in excess of 115% of the assessments for the preceding fiscal year, the board of directors, the board of directors shall, if the board of directors receives within 21 days after adoption of the annual budget written application of 10% of the voting interests of the Association, call a special meeting of the members of the Association within sixty (60) days, upon not less than fourteen (14) days written notice to each member of the Association. At the special meeting, members shall consider and enact a budget. The adoption of the budget at such a special meeting shall require a vote of a majority of all voting interests. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the board of directors shall go into 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 for the preceding fiscal year prepared in accordance with Chapter 718.11(13), Florida Statutes. 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 and the president, secretary and treasurer, 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 two-thirds (2/3rds) vote of the members of the Association at a duly called meeting of the Association.

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 and if permitted by Florida Statutes, 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. See 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 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 Frequently Asked Questions and Answers sheet 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.

3. All provisions of Sections 718.112(2)(a)-(m), Florida Statutes are deemed to be included in these Bylaws.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected and acting president 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 June 8th, 2006, 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 8th day of June, 2006



Michael Deree, President

Exhibit "D"

Percentage Interest in Common Elements

<i>Unit</i>	<i>Square Footage</i>	<i>Percentage Interest</i>
A-101	1122	.73396
A-102	1155	.75555
A-103	1155	.75555
A-201	1122	.73396
A-202	1462	.95637
A-203	848	.55472
A-301	1122	.73396
A-302	1462	.95637
A-303	848	.55472
B-101	1122	.73396
B-102	2310	1.51110
B-201	1122	.73396
B-202	1462	.95637
B-203	848	.55472
B-301	1122	.73396
B-302	1462	.95637
B-303	848	.55472
C-101	1122	.73396
C-102	1122	.73396
C-201	1122	.73396
C-202	1122	.73396
C-301	1122	.73396
C-302	1122	.73396
D-101	1122	.73396
D-102	2310	1.51110
D-201	1122	.73396
D-202	1462	.95637
D-203	848	.55472
D-301	1122	.73396
D-302	1462	.95637
D-303	848	.55472

INSTRUMENT # 2247089
173 PGS

<i>Unit</i>	<i>Square Footage</i>	<i>Percentage Interest</i>
E-101	816	.53379
E-102	840	.54949
E-103	1122	.73396
E-201	816	.53379
E-202	840	.54949
E-203	1122	.73396
E-301	816	.53379
E-302	840	.54949
E-303	1122	.73396
F-101	816	.53379
F-102	840	.54949
F-103	1122	.73396
F-201	816	.53379
F-202	840	.54949
F-203	1122	.73396
F-301	816	.53379
F-302	840	.54949
F-303	1122	.73396
G-101	848	.55472
G-102	1462	.95637
G-103	1462	.95637
G-104	848	.55472
G-201	848	.55472
G-202	1462	.95637
G-203	1462	.95637
G-204	848	.55472
G-301	848	.55472
G-302	1462	.95637
G-303	1462	.95637
G-304	848	.55472
H-101	848	.55472
H-102	1462	.95637
H-103	1462	.95637
H-104	848	.55472
H-201	848	.55472
H-202	1462	.95637
H-203	1462	.95637
H-204	848	.55472
H-301	848	.55472
H-302	1462	.95637
H-303	1462	.95637
H-304	848	.55472

INSTRUMENT # 2247089
173 PGS

<i>Unit</i>	<i>Square Footage</i>	<i>Percentage Interest</i>
I-101	1088	.71172
I-102	1088	.71172
I-201	1088	.71172
I-202	1088	.71172
I-301	1088	.71172
I-302	1088	.71172
J-101	2310	1.51110
J-102	1122	.73396
J-201	1122	.73396
J-202	1188	.77714
J-203	1122	.73396
J-301	1122	.73396
J-302	1188	.77714
J-303	1122	.73396
K-101	1088	.71172
K-102	1088	.71172
K-201	1088	.71172
K-202	1088	.71172
K-301	1088	.71172
K-302	1088	.71172
L-101	1088	.71172
L-102	1088	.71172
L-201	1088	.71172
L-202	1088	.71172
L-301	1088	.71172
L-302	1088	.71172
2	922	.60313
3-101	2602	1.70211
3-201	675	.44155
3-202	1104	.72219
8-101	525	.34343
8-102	670	.43828
8-103	589	.38530
8-201	920	.60182
8-202	920	.60182

INSTRUMENT # 2247089
173 PGS

<i>Unit</i>	<i>Square Footage</i>	<i>Percentage Interest</i>
12-101	525	.34343
12-102	670	.43828
12-103	589	.38530
12-201	920	.60182
12-202	920	.60182
13	3040	1.98863
17A-101	450	.29437
17A-102	1200	.78499
17B-101	1426	.93282
17B-201	1021	.66789
17B-202	405	.26493
20-101	950	.62145
20-201	1996	1.30569
23-101	1352	.88442
23-201	1295	.84713
32-101	1608	1.05188
32-201	1608	1.05188
34-101	1706	1.11599
34-201	1021	.66789
34-202	630	.41212
52-101	6005	3.92820
52-201	1275	.83405
52-202	1442	.94329
<u>131 units</u>	<u>152,869</u>	<u>100.00000%</u>

INSTRUMENT # 2247089
173 PGS