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**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF THE LINKS CONDOMINIUMS**

**THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE LINKS CONDOMINIUMS,**  
made this 31<sup>st</sup> day of May, 2005, by HAILE UNIT 17, LTD., a Florida limited partnership,  
whose post office address is 2117 Second Avenue-North, Birmingham, AL 35203, ("the **Declarant**"),

**WITNESSETH:**

WHEREAS, Declarant made and entered into the Declaration of Condominium of The Links Condominiums, (the "**Declaration**") said Declaration being recorded on May 25, 2005, in Official Records Book 3130, page 787 et. seq. of the Public Records of Alachua County, Florida;

WHEREAS, Declarant is the sole owner of the condominium units and wishes to amend the Declaration and Bylaws to revise certain inconsistencies within the Declaration and to remove certain restrictions; 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 "B" Bylaws:  
*Article IV, (14) of the Bylaws is hereby deleted.*
2. Exhibit "D" Rules and Regulations:  
*Item 18 of the Rules and Regulations is hereby deleted in its entirety.*

*Items 5, 6 and 19 are amended to read as follows:*

5. 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 to place and maintain "For Sale" or "For Rent" signs on the Condominium Property for as long as the Developer may have Units to sell. The right to place and maintain "For Sale" or "For Rent" signs on the Condominium Property is also specifically reserved on the Developer, Developer's successor and/or assigns or any entity affiliated with the Developer. Notwithstanding the above, one (1) "For Sale" or "For Rent" sign will be permitted on the interior side of a window in a Unit so long as said sign is not larger than two (2) square feet.

6. Prohibited Vehicles. There are 76 enclosed single garages and 366 parking spaces located on the condominium property. No boats, campers, commercial vehicles, utility trailers, motor homes, recreational vehicles or special purpose vehicles shall be parked on the condominium property, except within an enclosed garage or in the designated RV/Boat area. Any vehicle with visible advertising on the vehicle may

be deemed a commercial vehicle, in the sole discretion of the Board. However, trucks with one (1) ton capacity or less without lettering and sport utility vehicles will not be deemed to be commercial vehicles. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the Condominium Property outside of an enclosed garage. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the Condominium Property. It is acknowledged and agreed by all unit owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other owners in this condominium and that levying of fines by the Association for violations is appropriate.

19. Pets. Two household pets not exceeding forty (40) pounds each or one household pet not exceeding eighty (80) pounds which shall mean cats or dogs unless otherwise approved by the Board shall be allowed to be kept in the Unit. Notwithstanding the above, the Board may require, in the Board's discretion that certain pet owners obtain additional insurance coverage naming the Association as an additional insured.

All pets must be kept on a leash at all times while outside the Unit. Each Owner shall be responsible for removing any waste deposited. Pets shall not create a nuisance. Notwithstanding any provision to the contrary contained herein, certified guide dogs, service animals and signal dogs (as defined herein below) (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Condominium subject to the following restrictions:

- i such specially trained animals shall not be kept, bred, or used at the Condominium for any commercial purpose; and
- ii such specially trained animals shall be on a leash while on the Condominium Property.

Any pet as described above and any specially trained animal causing a nuisance or unreasonable disturbance to any other occupant of the Condominium shall be promptly and permanently removed from the Condominium upon notice given by the Board provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants at the Condominium. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of such pets and specially trained animals as the circumstances may then require or the Board may deem advisable.

The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and a rigid handle grasped by the person". The term "service animal" shall mean "any animal that is trained to provide those life activities limited by the disability of the person".

The term "signal dog" shall mean "any dog that is trained to alert a deaf person to intruders or sounds";

*The following provision is hereby added:*

21. Flooring. Should Owner choose to install wood flooring, ceramic tile, marble or other hard surface flooring in a Unit, Owner will utilize methods of installation approved by Developer or the Association which minimize noise transmission and vibrations or other similar nuisances related to noise created from the hard surface flooring.

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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:

HAILE UNIT 17, LTD.  
a Florida limited partnership

By: The Links, LLC, an Alabama limited liability company  
Its General Partner

By: Arlington Properties, Inc., an Alabama corporation  
Its Managing Member

By: William D. Dobbins  
William D. Dobbins, Vice-President

Astasha Hillin  
Witness sign name above  
Witness print name below

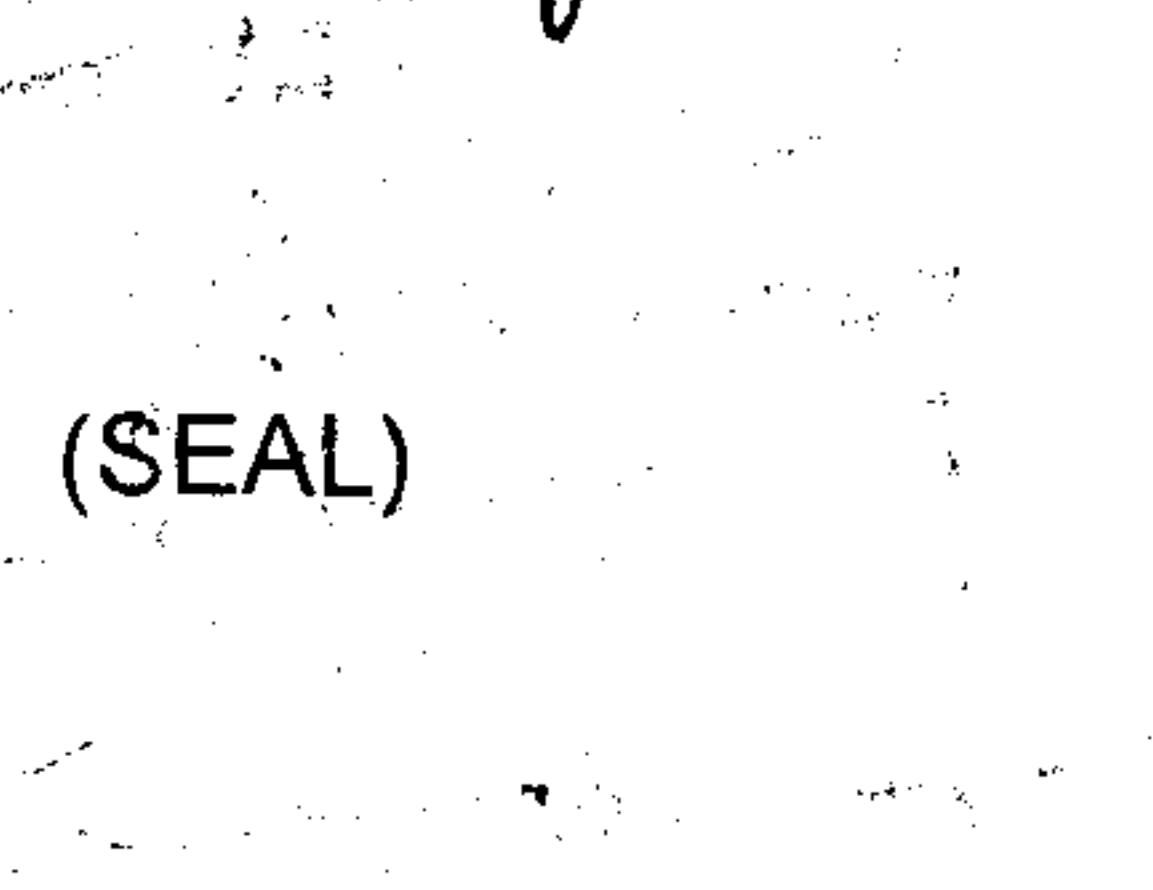
William H. Mills  
Witness sign name above  
Witness print name below

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William D. Dobbins, well known to me to be the Vice-President of Arlington Properties, Inc., an Alabama corporation, Managing Member of The Links LLC, an Alabama limited liability company, General Partner of Haile Unit 17, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Amendment on behalf of said limited partnership, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said limited partnership. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 31st day of May, 2005.

Janice D. Poole  
Print Name: Janice D. Poole  
Notary Public, State of Alabama  
My Commission Expires:  
Serial Number, if any:



(SEAL)

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NOTARY PUBLIC STATE OF ALABAMA AT-LARGE  
MY COMMISSION EXPIRES: Mar 30, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

INSTRUMENT # 2140801  
5 PGS

**CONSENT OF MORTGAGEE  
TO AMENDMENT TO DECLARATION OF CONDOMINIUM**

THIS CONSENT made and entered into this 6<sup>th</sup> day of June, 2005, by  
COMPASS BANK, an Alabama banking corporation, ("Mortgagee").

**WITNESSETH:**

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

A. Mortgage and Security Agreement executed by Haile Unit 17, Ltd., a Florida limited partnership ("Borrower") in favor of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, dated November 26, 1997, and recorded December 24, 1997, in Official Records Book 2146, Page 1085, in the Public Records of Alachua County, Florida, (the "Public Records"), said Mortgage having been amended by First Modification of Mortgage and Security Agreement and Notice of Future Advance recorded in Official Records Book 2596, Page 1113, in the Public Records; and

B. Absolute Assignment of Leases and Rents dated November 26, 1997 from Borrower, recorded on December 24, 1997, in Official Records Book 2146, Page 1107, in the Public Records; and

C. UCC-1 Financing Statement recorded December 24, 1997, in Official Records Book 2146, Page 1120, in the Public Records, as continued by UCC-3 Continuation Statement recorded December 17, 2003, Official Records Book 2571, Page 339 in the Public Records; and

D. UCC-1 Financing Statement filed with Secretary of State of Florida on January 8, 1998, at File No. 980000004588, as continued by UCC-3 Continuation Statement filed with Secretary of State of Florida on December 17, 2002, at File No. 200202864675.

E. Amended and Restated Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated January 12, 2005 and recorded January 13, 2005 in the Public Records.

F. Amended and Restated Assignment of Rents and Leases dated January 12, 2005 and recorded January 13, 2005 in the Public Records.

G. UCC-1 Financing Statement recorded January 13, 2005 in Official Records Book 3055, Page 839 in the Public Records.

(collectively, the "Mortgage");

WHEREAS, the Mortgage encumbers the land and the improvements located thereon (the "Property"), described in the Declaration, which this Consent is attached; and

WHEREAS, Mortgagee has agreed to consent to the Amendment to Declaration.

NOW, THEREFORE, Mortgagee agrees as follows:

i. Mortgagee does hereby consent to the recordation of the Amendment to Declaration, provided, however, no further amendment to the Declaration shall be effective against Mortgagee unless Mortgagee has executed a joinder and consent as to said amendment.

ii. 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 Links Condominiums and any other land or improvements encumbered by the Mortgage.

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

Witnesses:

"MORTGAGEE"

COMPASS BANK,  
an Alabama banking corporation

*W Neill Fox*

By: *Albert M Watson*

Print Name: W Neill Fox

Print Name: Albert M Watson

*Felicia Redd*

As its: VICE PRESIDENT

Print Name: Felicia Redd

STATE OF ALABAMA )  
                                  ) SS.  
COUNTY OF JEFFERSON )

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Albert M. Watson, known to me to be the Vice President of Compass Bank, an Alabama banking corporation, and \_\_\_\_\_, acknowledged that he executed the foregoing instrument on behalf of the bank pursuant to due authority therefrom. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

WITNESS my hand and seal this 6th day of June, 2005.

(NOTARY SEAL)

*Felicia L. Redd*  
Printed Name: Felicia L. Redd  
Commission No. \_\_\_\_\_