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ALACHUA COUNTY, FL.

KESTRAL POINT
DECLARATION OF SUPPLEMENTAL
COVENANTS, CONDITIONS AND RESTRICTIONS
(A Neighborhood of The Haile Plantation West)

DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
KESTRAL POINT
(A NEIGHBORHOOD OF THE HAILE PLANTATION WEST)

This DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR KESTRAL POINT (Kestral Point Declaration), made this 19th day of December, 1995, by HAILE PLANTATION CORPORATION, a Florida corporation, whose address is 5300 SW 91st Terrace, Gainesville, Florida 32608, hereinafter referred to as "the Declarant".

W I T N E S S E T H

WHEREAS, Haile Plantation West, a Florida joint venture, (the Master Declarant), did on September 19, 1990, record in Official Records Book 1785, Page 2726 et. seq. of the Public Records of Alachua County, Florida, The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions (the Master Declaration):

WHEREAS, the Master Declaration provides for the right of the Master Declarant and others to subject other properties to the Master Declaration.

WHEREAS, Declarant did on December 20, 1995, record in Official Records Book 2042, Page 2080 et. seq. of the Public Records of Alachua County, Florida a document entitled Declaration for Supplemental Annexation of Additional Property to The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions (Declaration for Annexation), for the annexation of Unit 18, Phases I, II, and III of Haile Plantation into Haile Plantation West, and does hereby declare the same to be Kestral Point, a neighborhood within the provisions of the Master Declaration, which neighborhood is subject to the terms of the Master Declaration and of this Declaration;

WHEREAS, the Declarant has deemed it appropriate to establish a separate neighborhood association for Kestral Point; and

WHEREAS, the Declarant now desires to formalize said declaration.

NOW THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Kestral Point Neighborhood Property is and shall be held, transferred, sold, conveyed and occupied subject to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereafter set forth.

ARTICLE I DEFINITIONS

Section 1. Definitions. The following words when used in this Kestral Point Declaration (unless the context shall prohibit) shall have the meaning set forth in the Master Declaration, adjusted, if adjustment is needed, to apply to Kestral Point Neighborhood : ADDITIONAL PROPERTY, THE DECLARANT, MASTER DECLARATION, MASTER DECLARANT, MEMBER, OWNER, PARCEL, UNIT OR LOT, RESIDENTIAL UNIT.

Section 2. Other Definitions. The Following words in the context to this Kestral Point Declaration shall apply specifically to Kestral Point Neighborhood:

(a). "Neighborhood Assessments" shall mean and refer to assessments from time to time levied by the Neighborhood Association for Kestral Point Neighborhood Common Expenses when authorized by this Kestral Point Declaration, or by the Board of Directors of the Neighborhood Association. The size of a unit and the phase in which the unit is located may be considered a reasonable basis to discriminate between assessments levied on various units within the Kestral Point Neighborhood Property.

(b). "Neighborhood Association" or "Association" shall mean and refer to the not for profit corporation established pursuant to Article IV of this Kestral Point Declaration in connection with the development of the Kestral Point Neighborhood

given such duties and powers contained herein. The Neighborhood Board of Directors shall at all times be subject to the paramount authority of the Master Declaration.

(d). "Neighborhood Common Expenses" shall mean and refer to costs incurred by the Neighborhood Association for services rendered or expenses which are not of general benefit but rather are primarily for the benefit of and intended to be borne by the Owners of a Parcel within the Kestral Point Neighborhood Property. Expenses incurred for the operation, maintenance and improvement of the Neighborhood Common Property shall be Neighborhood Common Expenses and reimbursed to or collected by the Neighborhood Association through Neighborhood Assessments.

(e). "Neighborhood Common Property" shall mean and refer to those lands and any improvements thereon designated as "Common Area", "Tract A", or "Golf Easement" on plat of the Kestral Point Neighborhood Property (the Plat) thereof recorded in Plat Book "S", Pages 33 through 38 of the Public Records of Alachua County, Florida (the Plat) of the Kestral Point Neighborhood Property, and as depicted on the plat, which said lands or facilities are intended to be devoted exclusively to the use and employment of the Owners of the Units located within the Kestral Point Neighborhood Property. The costs of operation, maintenance and improvements of Neighborhood Common Property shall be borne solely by the Neighborhood Association. Provided however, that portion of the Neighborhood Common Property marked by cross hatches on attached Exhibit "C" shall be maintained by the Master Association as set forth in the Master Declaration.

(f). "Kestral Point Neighborhood Property" or "The Properties" shall mean and refer to the lands subject to this Supplemental Declaration and as described in Official Records Book 2042, pages 2080-2085 of the Public Records of Alachua County, Florida together with such Additional Properties as may be annexed thereto from time to time under the provisions of Article III hereof, if and when annexed.

(g). "Neighborhood" shall mean and refer to the Kestral Point Neighborhood.

ARTICLE II
PROPERTY SUBJECT TO MASTER DECLARATION

The Declarant brought within the Master Declaration, the property described in the Plat. This annexation is made pursuant to Article II of said Master Declaration and the jurisdiction of The Haile Plantation West Association, Inc. (the "Master Association") to the property described in the Plat. Joinder of Haile Plantation West, a Florida joint venture, the Master Declarant, is attached hereto.

ARTICLE III
PROPERTY SUBJECT TO THIS KESTRAL POINT
DECLARATION

Section 1. Property subject to this Kestral Point Declaration. The Kestral Point Neighborhood Property as described in the Declaration for Annexation is and shall be held, transferred and occupied subject to the Master Declaration and this Kestral Point Declaration.

Section 2. Declarant's Consent to Amendment of Articles. This Article III may not be amended without the written consent of the Declarant and the Master Declarant. Said annexation must be in accordance with the general plan submitted to FHA or VA, if applicable.

ARTICLE IV
STRUCTURE, POWERS AND DUTIES OF,
AND MEMBERSHIP AND VOTING RIGHTS
IN THE NEIGHBORHOOD ASSOCIATION

There shall be formed Kestral Point Neighborhood Association, Inc. a Florida not for profit corporation whose structure, powers and duties, membership and voting rights shall be the same as set forth in Article III of the Master Declaration as applied to the Neighborhood Association. Copies of the Articles of Incorporation and the Bylaws of Kestral Point Neighborhood Association, Inc. are attached hereto as Exhibit "A" and Exhibit "B" respectively.

ARTICLES V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association are in addition to those levied by the Master Association and are to be used for the purposes set forth in Article VII of the Master Declaration applied to Kestral Point.

Section 2. Annual Assessment. The Declarant shall establish the initial annual assessment for Kestral Point. Thereafter, the Neighborhood Board of Directors shall fix the annual assessment.

Items to be included in the annual budget of the Neighborhood Association shall include, but shall not be limited to the following:

- (a) dues payable to the Master Association.
- (b) reserves for maintenance, repairs and replacements of any items that are the responsibility of the Neighborhood Association.
- (c) payments for exterior maintenance as provided for in Article IX below.
- (d) insurance as called for in Article VII below.

The unit owners in Phase III may, by a vote of three-fourths (3/4) of the unit owners, elect to erect a gate at the entrance of Phase III of the Kestral Point Neighborhood Property, said gate being approved by the Architectural Review Board. The cost for installation and upkeep for the improvement will be incorporated into the budget of Phase III of Kestral Point such that only the units in Phase III will be assessed for said improvements and maintenance thereon.

The unit owners in Phase II may, by a vote of three-fourths (3/4) of the unit owners, elect to increase the exterior maintenance, set out in Article IX below, to allow for the maintenance of the side and/or back yard areas. The cost of the increased exterior maintenance will be incorporated into the

a. Unit 18, Phase I: Two Hundred Forty & no/100 Dollars (\$240.00) per Parcel

b. Unit 18, Phase II: Six Hundred & no/100 Dollars (\$600.00) per Parcel.

c. Unit 18, Phase III: Six Hundred & no/100 Dollars (\$600.00) per Parcel.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Neighborhood Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Neighborhood Common Property, or for the construction, reconstruction, repair or replacement of a capital improvement upon a lot or lots that is the responsibility of the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Date of Commencement of Annual Assessments: Due Dates. Except as provided below relating to lots owned by the Declarant, the annual assessments provided for herein shall commence as to all parcels on the first day of the month following the conveyance of the first Lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The first annual assessments, as well as any other assessments, shall be further adjusted to reflect the level of service being enjoyed by each particular lot i.e. improved and unimproved by way of example. Other than the initial annual assessment to be fixed by the

dates shall be established by the Neighborhood Board of Directors. The Neighborhood Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Neighborhood Association setting forth whether the assessments on a specified Parcel have been paid (Certificate of Payment). A properly executed certificate of the Neighborhood Association as to the status of the assessments on a Parcel is binding upon the Neighborhood Association as of the date of its issuance. As to the Plat that is filed of record, the Declarant shall be exempt from paying the Neighborhood Assessments on lots owned by the Declarant for the first twelve months after the assessments would otherwise be due, unless the Lot is occupied by tenants, in which case the assessment shall commence upon the date of occupancy.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Neighborhood Board of Directors as it discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, that Owner's heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority and except as to the lien of any mortgage as hereinafter provided in Section 7. The personal obligation of the then Owner to pay such assessment, however, shall remain that Owner's personal obligation for the statutory period and shall not pass to that Owner's successors in title unless expressly assumed by such successor, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements

Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Neighborhood Association for collection. Each letter written for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Neighborhood Association to file a claim of lien against any Parcel, a lien fee in the amount set by the Neighborhood Board of Directors may be charged by the Neighborhood Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessment provided for by this Kestral Point Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel described in the Plat and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of the foregoing entities, or any of the same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

Section 9. Payment of Neighborhood Assessments to Master Association. Neighborhood Assessments may be collected by the Master Association and then paid to the Neighborhood Association. The decision as to whether or not the Neighborhood Assessments

ARTICLE VI
PROPERTY RIGHTS IN THE NEIGHBORHOOD COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. The Members shall have property rights in the Neighborhood Common Property in keeping with the provisions of Article IV of the Master Declaration as applied to this Neighborhood Association, including but not limited to easements for ingress and egress over Neighborhood Common Property as designated on the Plat recorded in Plat Book S, Pages 33 through 38 of the Public Records of Alachua County and as set forth in Sections 8 and 9 of this Article VI.

Section 2. Title to Neighborhood Common Property. The Declarant may retain the legal title to all or any portion or portions of the Neighborhood Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Neighborhood Association is able to maintain the same. The Declarant may convey or turn over certain portions of the Neighborhood Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Neighborhood Association all then existing and completed Neighborhood Common Property located within the plats no later than such time as Declarant has conveyed to Owners, fee simple title to seventy-five percent (75%) of the gross land area within the Kestral Point Neighborhood Property. The conveyance of the Neighborhood Common Property to the Neighborhood Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Neighborhood Association, its successors and assigns, for so long as such property shall remain subject to the Master Declaration and this Kestral Point Declaration:

In order to preserve and enhance the property values and amenities of the real property described in the Declaration for Annexation, the Neighborhood Common Property and all

Title may be conveyed to the Master Association at the discretion of Declarant rather than to the Neighborhood Association.

Section 3. Extent of Member's Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the provisions of Article IV Section 3 of the Master Declaration.

Section 4. Easement Reserved to the Declarant Over Neighborhood Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Neighborhood Common Property, including, but not limited to: (1) the right to use the said properties for rights of way and easements to erect, install, maintain, inspect and use electric and telephone lines, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the real property, described in the Declaration for Annexation: (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance: (3) the right to locate thereon wells, pumping stations and irrigation systems and lines: (4) the right and easement of ingress and egress for purpose of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Neighborhood Common Property, easements if

Section 5. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges, established, created and granted by the Kestral Point Declaration shall be for the benefit of the Neighborhood Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Kestral Point Declaration or the Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, or Neighborhood Common Property, it shall be deemed that the Owner of such Parcel or the Neighborhood Association, as the case may be has granted a perpetual easement to the Owner of the adjoining Parcel or the Neighborhood Association, as the case may be, for the continuing maintenance and use of such encroaching improvement of structure. The foregoing shall also apply to any replacements of any such improvements or structures if the same are constructed in substantial conformity with the original structure or improvement.

Section 7. Dedicated Easement. The Association and the owners of Lots on which improvements have been constructed shall each have an easement across the other Lots for access and maintenance thereof of their respective units.

Section 8. Specific Easements. The lots within the Kestral Point Neighborhood Property are subject to easements of record as per plat thereof recorded in Plat Book "S", pages 33 through 38 of the Public Records of Alachua County, Florida.

Section 9. Maintenance Easement. There is hereby granted to the Association (and for the period of time hereinafter provided in the Declaration) over all lots in Kestral Point for the purpose of maintenance, repairs and replacement of landscaping and other improvements in such easement areas as

ARTICLE VII
INSURANCE AND CASUALTY LOSSES

The Neighborhood Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on any Neighborhood Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Neighborhood Association and its Members for damage or injury caused by the negligence of the Neighborhood Association or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Neighborhood Association shall also have the discretion to self-insure any risk. Premiums for insurance shall be the Neighborhood Common Expense of the Owners within the Neighborhood if for the primary benefit of that Neighborhood, the Owners of lands located therein, or any Neighborhood Common Property located therein. All insurance shall name Haile Plantation West Association, Inc. as an additional insured. Each Owner shall be responsible for hazard insurance and liability insurance on their respective lot and improvements thereon.

ARTICLE VIII
PARTY FENCES OR IMPROVEMENTS ON LOTS

The provisions of Article XIV of the Master Declaration shall apply as the same relate to Kestral Point Neighborhood and shall govern the relationship among the Owners and the Neighborhood Association and each other.

ARTICLE IX
EXTERIOR MAINTENANCE

Section 1. The Neighborhood Association shall provide maintenance for the Neighborhood Common Property.

developer installed fences. "Front yard" is defined as that area extending from the front property line up to the foundation of the house which is parallel to the front property line extended on either side of the house in a direct line from the foundation to each side of the property line. This provision shall not apply to the residential unit itself.

Section 3. In the event that the need for maintenance or repair of a Parcel or the exterior improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot, needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 4. In the event that a loss occurs to any improvements upon a Parcel, the Owner of the Parcel shall promptly and completely restore and repair the improvements to the same or better condition as existed prior to the loss. If the Owner fails to do this, the Neighborhood Association may have such work done and the cost of the work shall be added to and become a part of the assessment to which such Parcel is subject.

ARTICLE X RESTRICTIONS

Section 1. The living area of any residential unit within a particular phase shall not be less than as provided below:

Unit 18, Phase I: 2500 square feet
Unit 18, Phase II: 1800 square feet
Unit 18, Phase III: 4000 square feet

Living area shall be defined as space that is heated and air conditioned.

Section 2. The Construction on any Parcel shall be in conformity with the setback restrictions as to any Parcel or Lot lines under the rules and regulations of the governing body having jurisdiction of same in which this Property is located.

Section 3. The Developer and Owners agree that no agency of

regulations of the Association in force at the time of the filing of this Kestral Point Declaration are as follows:

1. Nuisance. No person shall take any action, or fail to take any action, which might result in the creation of a nuisance to other Members. Without limitations, nuisances may consist of unusual or loud noise and foul-smelling odors. For purposes of this Rule, any violation of a municipal ordinance or state or federal statute, rule, or regulation, relating to the health, safety, welfare, or well being of the residents of Unit 18, Phases I, II, and III and occurring within the confines of such community, shall be deemed a nuisance.

2. Animals. Members may keep only those kinds of pets, and only under those certain circumstances, as are set forth in the Master Declaration. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may be required by law. No animal may be caged, tied, or otherwise kept on any porch, patio, balcony, deck, or common area, or otherwise outside of any residence unless such animal is attended by the owner. Animal excrement shall be disposed of in a sanitary manner by the owner of such animal, which disposal shall not include burying or concealment on the lands within Unit 18, Phases I, II, and III unless otherwise allowed by the Association. Each Member keeping a pet is hereby conclusively presumed to indemnify the Association and hold it harmless against any loss or liability of any kind or sort whatever arising from or growing out of having such pet in the community. If, in the reasonable judgment of a majority of the Members of the Board of Directors of the Association, it is determined that a pet is causing excessive disturbance or annoyance to other Members, or their lessees, invitees, and guests, the owner of such animal shall immediately remove same from Unit 18, Phases I, II, and III. If so designated by the Association, all pets shall be walked only in designated areas outside of the boundaries of a Lot which may be owned by the owner of the pet.

In addition, animals left unattended in fenced yards that present noise and other bothersome problems shall not be permitted within the Properties.

3. Basketball goals. No member shall construct, or allow to be constructed or placed upon his Lot any kind of

The Rules and Regulations set forth above shall be deemed in effect until amended by the Board of Directors of the Neighborhood Association, and shall apply to and be binding upon all Members with respect to the Lots in Unit 18, Phases I, II, and III of Haile Plantation. As used herein the word "Members" shall be interchangeable with the words "Lot Owners" of Unit 18, Phases I, II, and III, and each shall mean the other, unless the context requires to the contrary. The Members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible, and persons over whom they exercise control and supervision. These Rules and Regulations are in addition to those which may be provided and set forth in the Master Declaration and the Declaration, and which may have otherwise been adopted by the Board of Directors of the Association and made applicable to all units in Haile Plantation.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Members, pursuant to the terms of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, and Florida law. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations concerning the details of the operation, use, maintenance, management, and control of the Common Areas and any facilities or services made available to Members, as well as the use of all of the lands, including Lots, located within Unit 18, Phases I, II, and III. Any waivers, consents, or approvals given under these Rules and Regulations by the Board shall be revocable at any time and shall not be considered a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board.

The Declarant shall have the authority for enforcement of the Rules and Regulations to Developer until such time as the maintenance and operation of Unit 18, Phases I, II, and III, including the provisions for maintenance of portions of a particular Lot is turned over to and assumed by the Association.

the provisions of the Declaration shall prevail, but nothing herein stated is intended to preclude stricter Rules and Regulations on the same subject than may be provided in the Declaration. These Rules and Regulations may be amended, from time to time, by the Board of Directors of the Association, and in such event, the Board of Directors shall furnish each Member who owns a Lot within Unit 18, Phases I, II, and III with a copy of the amendments.

ARTICLE XI
AMENDMENT BY DECLARANT

The Declarant reserves and shall have the right to amend this Supplemental Declaration in the same manner as set forth in Article XI of the Master Declaration.

ARTICLE XII
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands, in the Kestral Point Neighborhood Property, and thereafter without the prior written approval of the Neighborhood Board of Directors, may impose any additional covenants or restrictions on any part of the real property described in the Plat.

ARTICLE XIII
AMENDMENT

Other rights to amend are as set forth in Article XIII of the Master Declaration.

ARTICLE XIV
DURATION AND TERMINATION

The covenants and restrictions of this Kestral Point Declaration shall run with and bind the land, and shall inure to the benefit of and be enforced by the Master Declaration, the Declarant, the Neighborhood Association and any Owner of any land subject to this Kestral Point Declaration, their respective

ARTICLE XV
ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Neighborhood Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restrictions, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Kestral Point Declaration. The failure of the Declarant, its successors or assigns, or the Neighborhood Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provisions of the covenants and restrictions set forth herein by judgement or court order shall not effect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with the Master Declaration, this Kestral Point Declaration Articles and Bylaws-Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of the Master Declaration, this Kestral Point Declaration, the Bylaws, the Articles of Incorporation, and the

caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Master Declaration, this Kestral Point Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XVI
MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Kestral Point Declaration shall not effect or modify any one of the other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mail, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing.

Section 4. Heading. The paragraph headings are for reference purposes only and shall not in any way influence the meaning content or interpretation if the Kestral Point Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Teresa L. Lutz

Declarant:


HAIDE PLANTATION

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19
day of December, 1995, by ROBERT B. KRAMER, as President of HAILE
PLANTATION CORPORATION, a Florida corporation. Such person is
personally known to me ~~or has produced~~ _____ as
identification:

Terry Luther

Print Name: TERRY LUTHER
Notary Public, State of Florida
My Commission Expires:
Serial Number, if any: _____

(SEAL)

A:\HAILE\CH-WAY.DEC
12/07/95

TERRY LUTHER
Notary Public, State of Florida
My comm. expires JUNE 22, 1997
Comm. No. CC293451

JOINDER AND CONSENT

BY

HAILE PLANTATION WEST, a Florida Joint Venture

HAILE PLANTATION WEST, a Florida joint venture [Master Declarant], hereby joins with HAILE PLANTATION CORPORATION, a Florida corporation, the fee simple owner of the Kestral Point Neighborhood Property, as described herein, and authorizes and consents to the annexation of the Kestral Point Neighborhood Property, as described herein, to the Master Declaration pursuant to Article II thereof. HAILE PLANTATION WEST further consents to the filing of this Supplemental Declaration of Covenants, Conditions and Restrictions for the Kestral Point Neighborhood Property of Haile Plantation West, giving said Kestral Point Neighborhood Property separate Neighborhood status pursuant to the terms and conditions of the Master Declaration and this Supplemental Declaration.

WITNESS:

HAILE PLANTATION WEST,
a Florida joint venture

Terry Luther
Print Name TERRY LUTHER

S. Cleveland Cooper, III
Print Name S. Cleveland Cooper, III

Terry Luther
Print Name TERRY LUTHER

S. Cleveland Cooper, III
Print Name S. Cleveland Cooper, III

BGR OF HAILE, INC.
a Florida corporation

By: Robert R. Rowe
Robert R. Rowe, President

HAILE PLANTATION CORPORATION,
a Florida corporation

By: Robert B. Kramer
Robert B. Kramer, President

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 acknowledgements, personally appeared ROBERT B. KRAMER, well known to me to be President of HAILE PLANTATION CORPORATION, a Florida corporation and he acknowledged executing the foregoing Supplemental Declaration on behalf of said corporation, said corporation being a joint venturer of, and together with HAILE BGR OF HAILE, INC., d/b/a HAILE PLANTATION WEST, a Florida joint venture, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

(SEAL)

TERRY LUTHER
Notary Public, State of Florida
My comm. expires JUNE 22, 1997
Comm. No. CC293451

Terry Luther
Print Name: TERRY LUTHER
Notary Public, State of Florida
My Commission Expires:
Serial Number, if any: _____

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 acknowledgements, personally appeared ROBERT R. ROWE, well known to me to be President of BGR OF HAILE, INC., a Florida corporation and he acknowledged executing the foregoing Supplemental Declaration on behalf of said corporation, said corporation being a joint venturer of, and together with HAILE PLANTATION CORPORATION, d/b/a HAILE PLANTATION WEST, a Florida joint venture, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

Terry Luther
Print Name: TERRY LUTHER