

THIS INSTRUMENT WAS PREPARED BY  
AND RETURN TO:  
Julie Naim, Esq.  
McCARTY, NAIM, FOCKS & KEETER, PA  
2630-A NW 41<sup>st</sup> Street  
Gainesville, Florida 32606  
(352) 240-1226

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

The Declaration of Condominium of The Links Condominiums has been recorded in the public records of Alachua County, at Official Records Book 3130, Page 787 (the "Declaration").

### WITNESSETH

WHEREAS the Declaration provides in XV, Section 15.1(c)(2)(a) that the Declaration can be amended by 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; and

WHEREAS, Pursuant to Article XV, Section 15.1(c)(2) of the Declaration, an amendment was proposed by a majority of the Board of Directors and the Association provided a written copy of the proposed amendment and notice of the meeting at which the amendment would be considered to each owner.

NOW, THEREFORE, The Links at Haile Plantation Condominium Association, Inc., through its Board of Directors hereby amends the Declaration as follows:

1. Article II, Section 2.3 shall be amended as follows, with added text underlined and deleted text stricken through:

Section 2.3 - Association shall mean The Links at Haile Plantation Condominium Association, Inc. ~~The Links Condominiums Association, Inc.~~, a non-profit Florida corporation, and its successors, which is responsible for the operation of the Condominium.

2. A new section shall be added to Article II and the remaining subparagraphs in that Article shall be renumbered. The remaining amendments to Article II reflect this renumbering. The new section in Article II shall read:

Section 2.17 - Voting Interest means the single vote that is assigned to each unit.

3. A new section shall be added to Article II and the remaining subparagraphs in that Article shall be renumbered. The remaining amendments to Article II reflect this renumbering. The new section in Article II shall read:

Section 2.21 - Member means any and all record title owners of a unit.

4. Article II, Section 2.22 shall be amended as follows, with deleted text stricken through:

Section 2.22 – 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 Corporation (FHLMC), or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company licenses to do business in the State of Florida, to the extent that any of the same hold a first mortgage encumbering any Unit.

5. Article IV, Section 4.3 shall be deleted in its entirety and the remaining subparagraphs in that section shall be renumbered. The new Section 4.3, previously numbered 4.4, shall be amended as follows, with added text underlined and deleted text stricken through:

~~Section 4.3 Developer Easements.~~ The Developer hereby reserves the following exclusive easements and rights to grant easements:

- ~~a. Marketing, Sales and Rentals.~~ The Developer reserves exclusive easement rights over and across 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 Requirement.~~ 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.
- ~~e. 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.

6. Article IV, formerly Section 4.4 renumbered as Section 4.3, shall be amended as follows, with added text underlined and deleted text stricken through:

~~Section 4.4~~ 4.3 Other Easements. Other easements, if any, that may have been granted over the Condominium Property as are set forth in the survey contained in Exhibit “A” attached hereto.

7. Article VII, Section 7.2 shall be amended as follows, with added text underlined and deleted text stricken through:

Section 7.2 – Management Contract. The Association may enter into such management contract from time to time as it deems necessary to engage the services of a management company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration. Any Management Contract must provide that at any time after turnover of control of the Association to Owners other than Developer, that the Association shall have the right, without penalty, to terminate the Management Contract upon not more than ninety (90) days advance written notice to the Management Company.

8. Article VIII, Section 8.4 shall be deleted in its entirety and the remaining sections in Article VIII renumbered:

~~Section 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.~~

9. Article VIII, the Section formerly numbered 8.6 shall be deleted in its entirety:

~~Section 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 December 31, 2005, that the total annual assessment for Common Expenses of the Condominium imposed upon such Owners will not exceed:~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_ \$1,138.20 per unit for type [A] “1BR End Up” units~~  
~~\_\_\_\_\_ \$1,010.64 per unit for type [B] “1BR End Down” units~~  
~~\_\_\_\_\_ \$1,089.72 per unit for type [C] “1BR Interior Up” units~~  
~~\_\_\_\_\_ \$ 982.44 per unit for type [D] “1BR Interior Down” units~~  
~~\_\_\_\_\_ \$1,131.46 per unit for type [E] “1BR Carriage House – Detached” units~~  
~~\_\_\_\_\_ \$1,131.48 per unit for type [F] “1BR Carriage House – Attached” units~~  
~~\_\_\_\_\_ \$1,411.44 per unit for type [G] “2BR Up” units~~  
~~\_\_\_\_\_ \$1,280.52 per unit for type [H] “2BR Down” units~~  
~~\_\_\_\_\_ \$1,641.84 per unit for type [I] “3BR Interior Up” units~~  
~~\_\_\_\_\_ \$1,545.84 per unit for type [J] “3BR Interior Down” units~~  
~~\_\_\_\_\_ \$1,615.80 per unit for type [K] “3BR End Up” units~~  
~~\_\_\_\_\_ \$1,517.62 per unit for type [L] “3BR End Down” units~~

~~In consideration of this guaranty, the 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 each year while the obligation to extend this guaranty for one additional twelve (12) month period after the expiration of the initial guaranty period on December 31, 2005, as permitted by Florida law.~~

10. Article IX, Section 9.6 shall be amended as follows, with added text underlined and deleted text stricken through, and the remaining sections in that Article shall be renumbered:

Section 9.6 – Transfer of Control of Association. Control of the Association has already been transferred to the Owners.

- ~~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 other 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 (75%) percent 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 of the board of directors.~~

11. Article IX, Section formerly numbered 9.7 shall be deleted in its entirety and the remaining sections in Article IX renumbered:

~~Section 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.~~

12. Article X, Section 10.1 shall be amended as follows, with added text underlined and deleted text stricken through:

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 to 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 of 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".

13. Article X, Section 10.2 shall be amended as follows, with added text underlined and deleted text stricken through:

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 right to contribution. Notwithstanding the above, each Owner shall 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 hearing 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 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.

14. Article XII, Section 12.5 shall be amended as follows, with added text underlined and deleted text stricken through:

~~Section 12.5 – 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 (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.~~ 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 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.

15. Article XII, Section 12.7 shall be deleted in its entirety and the remaining sections in that Article renumbered:

~~Section 12.7 – 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.~~

16. Article XII, Section formerly numbered 12.8, now renumbered 12.7 shall be amended as follows, with added text underlined and deleted text stricken through:

~~12.7 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 or as required by 47 C.F.R. §1.4000 or other applicable state or federal rule or law.~~ No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

17. Article XV, Section 15.1 shall be amended as follows, with added text underlined and deleted text stricken through:

~~15.1 By Owners Amendment to the Declaration.~~ 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 addresses 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 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. Directors and Owners not present at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. 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~~ thirty-five percent (~~51~~35%) of the votes of the Association; or
- (b) ~~An agreement signed and acknowledged by not less than 80~~35% 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 the Owners representing not less than sixty seven percent (67%) of all the votes of the association.~~

18. Article XV, Section 15.2 is deleted in its entirety, as noted below, and Section 15.1(d) shall be renumbered as 15.2, with the text remaining in its current form.

~~Section 15.2 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 . By the Developer. ~~The Developer reserves the right at any time, as 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 requires 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 date of the 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, interest 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 or liens, reserves for maintenance, repair or replacement of Common Elements; (v) which is materially modifies the provisions regarding the expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (vi) which addresses the convertibility of Units into Common Elements or Common Elements into Units; (vii) which imposes any right of first refusal or similar restriction on the right of 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.~~

19. Except as amended hereby, all other terms, conditions and covenants contained in the Declaration shall remain in full force and effect.

**CERTIFICATION OF AMENDMENT**

The undersigned, as President and Secretary of The Links at Haile Plantation Condominium Association, Inc. hereby certify that this Amendment to the Declaration of Condominium has been approved, pursuant to that Declaration, by an affirmative vote of a not less than fifty-one percent of the entire membership of the board of directors and not less than fifty-one percent of the votes of the Association.

IN WITNESS, WHEREOF, The Links at Haile Plantation Condominium Association, Inc., through its Board of Directors, has caused these presents to be executed by its President, and its Corporate Seal to be affixed hereto on this 24 day of OCTOBER 2016.

Signed, sealed and delivered  
in the presence of:

The Links at Haile Plantation Condominium  
Association, Inc., a Florida corporation

Thomas K. Hamilton  
Witness #1: THOMAS K. HAMILTON

Diane McAlhany  
By: DIANE MCALHANY  
Its: President

Ronald L. Bunker  
Witness #2: RONALD L. BUNKER

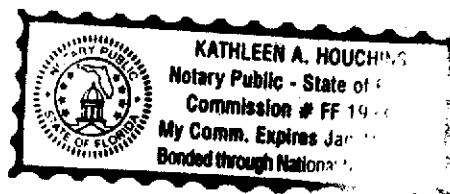
STATE OF FLORIDA  
COUNTY OF ALACHUA

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DIANE MCALHANY known to me to be the President of The Links at Haile Plantation Condominium Association, Inc., a Florida corporation, and    acknowledged executing the foregoing Certificate and Amendment on behalf of said corporation, and    appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation.    is personally known to me or provided    Florida Driver's License as identification.

WITNESS, my hand and official seal in the County and State last aforesaid on this 24<sup>th</sup> day of October 2016.  
(SEAL)

Kathleen Houchins  
Notary Public  
State of Florida  
My commission expires:

ATTEST



Thomas K. Hamilton  
Witness #1: THOMAS K. HAMILTON

Ellen Snyder  
By: ELLEN SNYDER  
Its: Secretary

Ronald L. Bunker  
Witness #2: RONALD L. BUNKER

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 ELLEN SNYDER known to me to be the Secretary of The Links at Haile Plantation Condominium Association, Inc., a Florida corporation, and ✓ acknowledged executing the foregoing Certificate and Amendment on behalf of said corporation, and ✓ appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation. ✓ is personally known to me or provided        Florida Driver's License as identification.

WITNESS, my hand and official seal in the County and State last aforesaid on this 24<sup>th</sup> day of October 2016.  
(SEAL)

Kathleen Houchins  
Notary Public  
State of Florida  
My commission expires:

