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 J. K. "BUDDY" IRBY
 CLERK OF CIRCUIT COURT
 ALACHUA COUNTY, FLORIDA
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**DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 CARAWAY SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by CARAWAY OF GAINESVILLE, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Alachua, State of Florida, which is more particularly described as:

Lots One (1) through Thirty Nine (39) of CARAWAY SUBDIVISION as per Plat thereof recorded in Plat Book " 26 ", Page 14 , of the Public Records of Alachua County, Florida, together with Common Area and easements as shown on said Plat.

NOW THEREFORE, Declarant hereby declares that all of the properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assignees, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS:

The following words when used herein shall have the following meanings:

1. "Architectural Control Committee" A committee composed of three (3) to five (5) persons appointed by the Developer or the Association as set forth in Article VI.
2. "Articles and By-laws" The "Articles of Incorporation" and "By-laws" shall mean those of Caraway Owners Association, Inc., a Florida corporation, non-for-profit.
3. "Association" shall mean and refer to the Caraway Owners Association, Inc., a Florida corporation, non-for-profit.
4. "Board" The Board shall mean the Board of Directors for Caraway Owners Association, Inc.
5. "Caraway" Caraway shall mean and refer to all of the real property legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof such property being a platted subdivision known as Caraway Subdivision, as recorded in Plat Book 26 , page 14 , of the Public Records of Alachua County, Florida
6. "Common Area" shall mean and refer to the real property owned and controlled by the Association, for the common use and benefit of the Owners. Common Area is maintained by the Association and may include stormwater management facilities, landscaping, maintenance paths, fencing, walls, signage, irrigation, natural open areas, utilities, and other uses allowed by the Association or required by regulating authorities.
7. "Common Area Easement" shall mean and refer to a portion of residential real property, not owned by the Association, but provided to the Association, for the common use and benefit of the

Association. Common Area Easement is property maintained by the owner of the real property, yet provided to the Association and its members for use as ingress/egress, drainage, or maintenance of structures constructed by the Association on the easement for the use and benefit of all the members jointly, such as a sign or landscape entry feature, or other similar feature or structure benefiting the Owners and Association.

8. "Declarant" shall mean and refer to Caraway of Gainesville, LLC, a Florida Limited Liability Company, and its successors and assignees. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Caraway Owners Association, Inc., applicable to the properties recorded in the Office of the Clerk of the Courts of Alachua County, Florida.
10. "Developer" The Developer shall mean and refer to Caraway of Gainesville, LLC, a Florida Limited Liability Company, its successors and assignees.
11. "Improvements" Improvements shall be deemed to consist of such roads, entry features, fences and other physical construction as shall exist on the Common Area or Common Area Easements as of the date of filing of this Declaration and more particularly as shown on the plat of Caraway, and such other physical construction as may hereafter be placed on the Common Area by the Association or Developer.
12. "Lot" shall mean and refer to any plot of land described on the Record Plat of Caraway Subdivision; that is designated for construction of a residential homesite.
13. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of Caraway Owners Association, Inc.
14. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each residential lot in Caraway Subdivision; but notwithstanding any applicable theory of the law of mortgages. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure proceeding or a conveyance in lieu of foreclosure.
15. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
16. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. The system shall generally refer to all stormwater basins, storm sewer pipes and structures, swales or other conveyance features. Any reference in the Declaration to the Suwannee River Water Management District shall also include its Successors if it ceases to exist.

ARTICLE II PROPERTY RIGHTS:

1. Owner's Easement of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or amenity situated upon the Common Area;
 - b. the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;
 - c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members.
 - d. the right of the Association to assess and collect fees for the operation and maintenance of stormwater management and surface water facilities, and Common Area.
 - e. the right of the Association (in accordance with its Articles and By-laws), to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;
 - f. the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
 - g. all provisions of this Declaration, any plat of the property of Caraway and the Articles and By-laws of the Association;
 - h. Rules and Regulations governing use and enjoyment of the Common Area adopted by the Board; and,
 - i. restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting.
2. Delegation of Use Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
3. Liability for Damages Each owner shall be liable for any and all damage to the Common Area and any other areas of Caraway, which shall be caused by the negligence of said owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds, such Owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Association.
4. Maintenance The Common Area, the entrance way, roads, right-of-ways, drainage basins, fences, open areas, and Common Area Easements shall not be obstructed, littered, defaced or misused in any manner.

ARTICLE III EASEMENTS:

1. **Common Area Easement** The Common Area Easement as depicted on the Record Plat of Caraway, is for providing an aesthetic amenity including: fencing, walls, landscaping, lighting, other related facilities, and access to same, to the Members and the Association. The Association is responsible for maintaining all such facilities within the Common Area Easement.
2. **Drainage Easement** Drainage Easement is provided over that portion of the Common Area that contains stormwater management basins. The drainage easements are dedicated to the Association for maintenance and to the Public for rights of discharge as so indicated on the Caraway Record Plat.
3. **Public Utilities Easement** Public Utilities Easements (PUE's) are dedicated to the public for the use of installing, operating, and maintaining water, sewer, telephone, cable TV, communication, natural gas, electrical, or other public utility systems to serve Caraway or surrounding properties. The PUE's are provided as indicated on the Caraway Record Plat.
4. **Easements** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee River Water Management District permit or local regulatory agency. No person shall alter the drainage flow of the surface water or stormwater management system, including basin, storm pipes and structures, or swales, without the prior written approval of the Suwannee River Water Management District, and the local regulatory agency.

ARTICLE IV OWNERS ASSOCIATION:

1. **Creation** Developer shall cause to be incorporated pursuant to Florida Statutes, a Corporation, non-for-profit to be known as Caraway Owners Association, Inc., in accordance with the Articles of Incorporation, of which a copy is annexed hereto and made a part hereof by reference. The Articles of Incorporation and its By-laws, of which a copy is annexed hereto are hereby made a part hereof by reference.
2. **Promulgation of Rules** The Board shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the Common Area. When such rules and regulations are adopted, they shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein.
3. **Duty to Maintain Surface Water Management System** The Association, and ultimately the Owner of any real property located within the Association, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by the permit issued by the Suwannee River Water Management District (District) and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the District and local governing agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the District and local governing agency. The Association shall have an easement over the Common Area for these purposes.

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4. At any meeting, whether annual or specially called, of the Members or Directors at which a motion is made concerning the surface water or stormwater management systems, a motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least 10 days written notice and to which the Suwannee River Water Management District is invited to attend by its representative.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS:

1. Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
 - a. Annual assessments or charges,
 - b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
 - c. General maintenance assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual, special assessments, and general maintenance assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments
 - a. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Caraway Subdivision, and in particular, for the improvement and maintenance of the Common Area, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance of roads, rights-of-way, entranceway, landscaping, fences, gates, stormwater management facilities, and supervision thereof, as well as for any such other purposes as are permissible activities of the Association, and undertaken by the Board.
 - b. Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in this Declaration.
 - c. The members or the owners of a lot shall be jointly and severally liable for the assessments of that lot.
 - d. The assessments shall also be used for the maintenance and repair of the surface water or storm water management systems, including but not limited to, work within retention areas, drainage structures, drainage easements, storm sewers and swales.
 - e. In the event the annual or general assessments are not sufficient to cover the costs of proper operation and maintenance of the surfacewater management system, as permitted by the District and local governing agency, the Association shall levy a special assessment for the purpose of defraying in whole or in part the costs of the maintenance, operation and repair of the surface

water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied. Any assessment not paid within thirty (30) days of its due date shall be delinquent, and shall bear interest from the due date at ten (10) % until paid in full, and the Association shall be the right to file a lien in the public records of Alachua County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

3. Maximum Annual Assessments Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 300.00 per Lot.
 - a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
 - b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
 - d. The Board of Directors are required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to require a special assessment sufficient to cover such shortfall.
 - e. The Board of Directors shall establish the appropriate levels of maintenance.
 - f. The Board of Directors may establish fees for the use of various facilities.
4. Special Assessments for Capital Improvements In addition to the annual assessment authorized above, the 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 Common Area, 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.
5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 majority of all the votes of each class of membership shall constitute a quorum.
6. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Board may establish a lower

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assessment for lots for which a certificate of Occupancy has not been issued for improvements to that lot.

7. Date of Commencement of Annual Assessments; Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
8. Effect of Non-payment of Assessments; Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum or other maximum interest rate allowed by law. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.
9. Subordination of the Lien to Mortgage The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
10. Exempt Property The Common Area shall be exempted from the assessments, charge and lien created herein. Additionally, Lots owned by the Developer shall be exempt from all assessments until such time as Developer transfers ownership of the Lot to any unrelated third party; provided that the Developer shall pay any operating expenses incurred that exceed the assessments receivable from all Lots then subject to the assessments, i.e. non-Developer owned Lots.

ARTICLE VI ARCHITECTURAL CONTROL:

1. Appointment The initial ACC shall consist of three (3) members and thereafter shall consist of not less than three (3) nor more than five (5) members as may be determined and approved by the Developer. All committee members shall serve without compensation but this provision shall not be construed to prevent the Committee from employing architects or other professional consultants to assist the Committee in the performance of its duties. As long as the Developer owns any Lots or until the Developer voluntarily relinquishes this right to the Board in writing, the Developer shall have the authority to appoint the members of the ACC. Upon relinquishment or sale of all Lots, the Board shall have the authority to appoint members of the ACC. Each members of the ACC shall serve at the pleasure of the Developer or, when the Developer no longer owns any Lots or relinquishes his right to appoint ACC members, the Board. The members of the initial ACC shall be the following:

Svein Dyrkolbotn of Gainesville, Florida
Heather Dyrkolbotn of Gainesville, Florida
Stefan M. Davis of Newberry, Florida

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2. Plan Approval No site work, extensive landscaping, utilities extensions, drainage improvements, paving, building, residence, fence or other structure of any type shall be commenced or erected, or change or alternation in the exterior of any existing structures or improvements, or to any existing landscaping made, until the plans, specifications, and a plot plan showing the proposed construction or alternation shall have been submitted to the ACC for approval in accordance with these provisions. All plans and plot plans required by this provision shall be drawn to an accurate scale of sufficient size and shall contain sufficient detail to permit an accurate and informed determination of the architectural and aesthetic quality and soundness of the proposed construction or alternation. No construction or improvements described herein shall be permitted which the ACC shall determine not to be in accordance with this Declaration or aesthetically compatible with the area and to the other structures and improvements then existing or approved for construction or alternation.

Every person desiring to construct improvements or make any alternation to any existing improvements as described above shall make a request in writing to the ACC for approval of such proposed construction. Each request for approval of any proposed construction shall be accompanied by two (2) copies of the plans and specifications for the proposed construction and two (2) copies of an accurate plot plan showing the location of the proposed construction upon the individual Lot plus a Review Fee in an amount determined by the Developer as long as the Developer owns any Lots. The Review Fee set by the Developer is as follows:

- a. Initial residential construction, landscaping, fence and site plan review - \$100.00. This fee includes a second review to incorporated ACC comments or requests.
- b. Additions, renovations, extensive landscaping modifications, fences and all other modifications to the Lot after the initial construction - \$50.00.

These fees are nonrefundable. Re-submission of plans after ACC comments does not require an additional Review Fee.

The ACC shall, within thirty (30) days from the date it shall receive the last item required to be submitted, either approve or disapprove such request. Notification of the approval or disapproval of any such proposed construction shall be made in writing. In the event the proposed construction shall be approved, such approval shall be noted on both copies of the plans, specifications and plot plans, submitted to the Committee and one copy thereof will be retained by the ACC for a period of at least three (3) years. In the event such proposed construction shall not be approved, the written notification of such non-approval shall specifically state the reasons for such disapproval and the person making such request shall be allowed to alter or modify such proposed construction to meet the requirements of the ACC, whereupon such request shall be approved. Modified site plans or modifications per request from the ACC shall not necessitate an additional administrative charge. In the event any approved construction shall not be commenced within six (6) calendar months or completed within eighteen (18) months from the date of such approval, the proposed construction shall be deemed to have been abandoned and prior to the commencement of any such construction, a new request must be made to the ACC without regard to any prior request. In the event the ACC shall fail to act upon any request for approval within thirty (30) days from the submission of such request together with all required plans, specifications and plot plans, such request shall be deemed approved by the ACC.

In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right to redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Owner shall be responsible for all Court costs and attorney's fees incurred in such action. In the event a violation occurs that is in the opinion of the

ACC a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to in writing by not only the members of the ACC but by a majority of the Board.

3. Decision Final All decisions of the ACC shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ACC should determine that any proposed improvement, request, alteration, etc. is not desirable, such alternation or improvement shall not be approved.
4. Waiver of Liability Neither the Developer, the ACC, any member of the ACC or the Association, or any of their representatives, shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the property by reasons of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or covenants that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with or are not in violation of any applicable laws, codes, rules or regulations.

The Developer, the ACC, the Association, nor any agent shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ACC, or for any structural or other defects in any work done according to such plans and specifications. This Article may not be amended without the Developer's written approval so long as the Developer owns any Lots within the Development.

5. Enforcement of Planning Criteria The Developer, should the Developer own any Lots in the Development, or the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the decisions of the ACC. Should the Developer or the Board be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal from judicial proceedings, shall be collectible form the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Developer or the Board shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner for which the Association shall have a lien against the Lot, for which the Owner shall be personally liable. The Developer and the Board on behalf of the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the Lot or person unless caused by gross negligence or intentional wrongdoing.

ARTICLE VII RESTRICTIONS ON USE OF PREMISES:

In addition to the rules and regulations; which may be established by the Association, the following restrictions are placed upon the Property:

1. Each lot shall be used for residential purposes only, unless at some time in the future, applicable local regulations allow for a home based business or other non-residential use of the property. Any non-residential use of the property shall be approved by a 2/3 majority of the Board.

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2. Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages or in the back yard.
3. Mechanical work on any type of vehicle must be done in the garage or fenced in back yard only, and shall not be visible to the right-of-ways or Common Areas. No disabled or unlicensed vehicles may be kept parked in front of any house.
4. No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.

ARTICLE VIII GENERAL PROVISIONS:

1. Enforcement

- a. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items shall be reimbursed whether decided in court or settled out of court.
 - b. The Suwannee River Water Management District shall have the right but not the obligation to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorney's fees and costs awarded to the District by any court or administrative body.
 - c. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of the Suwannee River Water Management District.
2. Severability Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.
 3. Duration The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated during the first thirty (30) year period by an instrument signed by not less than sixty-

seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any termination of the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

4. Annexation Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy. Additional land may be annexed by the Declarant, without the consent of members within ten (10) years of the date of this agreement.
5. Amendment This Declaration may be amended by the Developer as long as it owns any property subject to the Declaration and thereafter the Declaration, may be amended by the Association by majority vote of its Board of Directors. Any amendment to this Declaration, which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common Area, must have the prior approval of the Suwannee River Water Management District and the local governing agency. Any amendment must be accomplished by a written instrument; duly executed by the Association or Developer and recorded in the Official Records of Alachua County, Florida.
6. Surface Water or Stormwater Management System The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system.
 - a. More specifically, said maintenance and repair, of each stormwater management facility shall include but not necessarily be limited to the following: regular mowing of the grass, inspection of all drainage pipes, swales and structures, keeping basins, swales, pipes and structures free of trash and debris, inspecting basins and swales for washout or erosion, filling and grassing any washout or erosion, inspecting structures for sediment build up and freedom of obstruction. Inspections shall be done on a monthly or semi annual basis, or as required by regulating permits. Any repair or reconstruction of the surface water or stormwater management system or portions thereof shall be as permitted or, if modified, as approved by the Suwannee River Water Management District, and local government jurisdiction.
 - b. The Association shall be responsible for the maintenance, operation and repair of the permitted surface water or stormwater management system, permitted by the Suwannee River Water Management District, once the system has been constructed and the Association has been formed. However, prior to the permittee seeking to transfer the permitted operation and maintenance to the Association, the permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Association commenced, and the permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Association is an active, ongoing concern which the permittee shall establish by submitting; copies of all minutes of meetings of members of the association and the board of directors, copies of all operation and maintenance expenses incurred, and documentation showing that all assessments that were levied have been collected, and such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the homeowners association is an active, functioning and ongoing concern.

7. Declarant The Declarant shall have the right to erect and maintain signs and a home model or models for sales or construction purposes anywhere on the property.
8. Effective Date This Declaration shall become effective upon the recording of this Declaration in the Public Records of Alachua County, Florida.

ARTICLE IV LAND USE AND RESTRICTIONS:

1. Access to the Common Area and Common Area Easement is limited to members of the Association and immediate members or their family, tenants, or purchasers under contract, and to those persons maintaining any Common Area lands, drainage or public utility easements, or structures within such areas.
2. Members of the Association may bring guests into the Common Area and Common Area Easement provided such guests are accompanied by a member.
3. Members who bring non-members onto the Common Area and Common Area Easement are required to assume full responsibility and liability for their acts, safety, and well-being.
4. Members who bring non-members into the Common Area and Common Area Easement agree to hold the Association harmless for any injuries a non-member guest receives.
5. Persons not permitted access under 1 or 2 above are not allowed in the Common Area and Common Area Easement and are to be considered trespassers on the property.
6. The Association Board of Directors shall establish restrictions on hours of use of various parts of the Common Area and Common Area Easement and recreation facilities.
7. Minor age children whose parents are not members of the Association may not occupy the Common Area and Common Area Easement at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.
8. Each member of the Association and all members of their family with legal authority to use Common Area and Common Area Easement must do so at their own risk. The Association cannot assume responsibility for safety and security of member usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the Common Area and Common Area Easement.
9. Members may reserve portions of the Common Area and for various group meetings within guidelines provided by the Association Board of Directors.
10. No swings, ropes, ladders, tree houses, or structures may be erected or attached to any trees in the Common Area and Common Area Easement.
11. No one may climb trees or inflict damage to trees in the Common Area and Common Area Easement.
12. No weapons may be brought onto Common Area and Common Area Easement by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, slingshots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

13. No hunting, trapping or fishing is allowed in the Common Area and Common Area Easement.
14. No unauthorized removal or cutting of any plants or trees in the Common Area and Common Area Easement is permitted.
15. The Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.
16. Fences may not be constructed in the front yard of a residence.
17. All fencing locations, sizes, and materials shall be allowed unless disapproved by the Architectural Control Committee, which may prohibit the use of certain fencing.
18. No satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee.
19. Outside storage buildings can only be in the back yard and subject to the architectural review of the Association.
20. If grass is left uncut, or other yard maintenance effecting appearance of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in excess of 8 inches tall or have needed maintenance done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for sixty (60) days.
21. No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs, and messages are limited to necessary information only. This restriction does not supersede Article VIII Section 7.
22. The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.
23. Basketball goals may not be erected in public right-of-way of cul-de-sacs or any other street.
24. No residence shall be constructed upon any Lot except a single-family residence containing not less than **2000** square feet of internal heated and finished area exclusive of attached garages, patios, carports and porches.
25. No structure of a temporary character, mobile home, trailer, boatshed, tent, shack, garage or other outbuilding or recreational vehicle shall be used on any parcel at any time as a residence either temporarily or permanently. Temporary structures, such as tool sheds or garages, may be used in the construction of the residence but must be removed upon completion of construction of the residence.
26. Commercial vehicles, boats, and/or trailers or travel homes shall not be allowed to remain on the streets, except when conducting business. If an owner has a commercial vehicle, boat and/or trailer or travel home, it shall be allowed only if it is appropriately garaged or hidden from the street and neighboring lots by walls or shrubbery, and set back the same distance from the street as is the house. The ACC shall in its sole discretion determine if the vehicle is appropriately hidden.

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27. Mailboxes will be either one or two community mailboxes or individual mailboxes uniform in size and appearance. If Developer selects individual mailboxes, then each Owner prior to completion of initial construction of home must purchase those mailboxes. After the initial installation of the approved mailboxes, mailboxes may not be replaced or modified without the approval of the ACC.
28. Exterior carports are not allowed unless specifically approved by the Architectural Control Committee.

ARTICLE X MAINTENANCE OF LOTS:

1. Parking and Setback Areas All setback areas, walkways, yards and driveways shall be maintained and kept in neat and clean condition, free of refuse and debris.
2. Landscaped Areas All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant material.
3. Maintenance of Lots All Owners shall keep their Lots in a good and a reasonable state of repair and appearance and shall not allow the accumulation of junk, trash, garbage or waste. If an Owner refuses or fails to maintain his Lot in accordance with the appearance of similar surrounding Lots, the Board shall, after furnishing a 15 day written notice to the Owner at the last known address, have the right to take such actions as are reasonably necessary to prevent further nuisance, safety hazard or to otherwise enforce this covenant. The Owner(s) shall be personally liable to the Association for the amounts actually and reasonably expended and the Association shall have the right to a lien in securing payment of the amount in the same fashion as the lien referred to in this Declaration.

ARTICLE XI INSURANCE:

1. Insurance The Association shall obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and workmen's compensation insurance, and such additional coverage as may be required by law or as it deems advisable. This insurance shall cover the Common Area, improvements in said areas and any and all employees of the Association. The premiums for such insurance shall be paid by the Association and charged to the Owners of Lots as a part of the total annual assessments as previously provided, herein.
2. Hazard Insurance The Association shall obtain insurance commonly known as hazard insurance providing coverage on all buildings and improvements (as the Board deems advisable) comprising part of the common elements and on all tangible personal property owned by the Association, such insurance to be in an amount equal to the maximum insurable replacement value thereof, and to insure against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, the insurance value to be fixed and determined on an annual basis. Such insurance shall be for the benefit of the Association, Owners and Mortgagees, and the Developer, its successors and assignees, as their interest appear, and each such Owner and Mortgagee, and the said Developer, shall be entitled to a certificate showing and respective interests of all parties. The original policy shall be held by and shall name Caraway Owners Association, Inc.
3. Public Liability Insurance The Association shall obtain such public liability insurance, as the Board of Directors deems proper to insure against damage to persons and property as a result of accident or occurrence. Such policy shall provide for claims of third persons against the Association and the members, and for each individual Owner against the Association and the

members. The original policy shall be taken in the name of and held by Caraway Owners Association, Inc.

- 4. Individual Coverage The Owner of each Lot shall carry such hazard insurance on individually owned property and such additional public liability insurance as is desired.
- 5. Damage or Destruction If any improvement to the common elements is destroyed by fire or other casualty, the Board of Directors shall collect the proceeds from the insurance and the Board of Directors shall make the sole determination as to whether such damaged improvements should be repaired or rebuilt. It shall be the duty of the Board to take the steps necessary to have such damaged improvement repaired or rebuilt, including, but not limited to, hiring the necessary workers, ordering material, supervising the work and making the disbursements of insurance proceeds to the proper parties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 2nd day of May, 2005.

Signed, sealed and delivered
In our presence as witnesses:

Linda Bell

Donna Harley

Svein H. Dyrkolbotn

Svein H. Dyrkolbotn
Authorized Member, Caraway of
Gainesville, LLC

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Svein H. Dyrkolbotn to me known to be the individual described in and who executed the foregoing instrument on behalf of said Company, who acknowledged before me that he executed the same, and an oath was not taken and who is personally known to me or has provided the following type of identification: _____

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of May, 2005.

Linda M. Bell
Notary Public, State of Florida

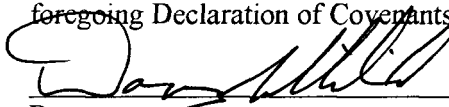
(NOTARY SEAL)

My Commission Expires: _____



JOINER AND CONSENT OF MORTGAGEE

The undersigned _____, the Owner and holder of those certain Mortgages recorded in Official Records Book ____, Page ____, and Official Records Book ____, Page ____, of the Public Records of Alachua County, Florida, does hereby join in with, consent to, and subordinate its lien to the foregoing Declaration of Covenants, Conditions and Restrictions for CARAWAY.


By: DANNY GILLILAND
SENIOR VICE PRESIDENT
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Danny Gilliland to me known to be the _____, described in and who executed the foregoing instrument on behalf of said entity, and who acknowledged before me that he executed the same, and an oath was not taken and who is [] personally known to me or [] has provided the following type of identification:

WITNESS my hand and official seal in the county and state last aforesaid this 5 day of May, 2005.

Danielle Ehlers
Notary Public, State of Florida

(NOTARY SEAL)

My Commission Expires: 3/16/2009

