

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARAWAY SUBDIVISION**

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Caraway Subdivision (the "Amendment") is made as of the 20th day of September 2006, by Caraway if Gainesville, LLC, Declarant.

WITNESSETH:

A. On May 6, 2006, Declarant filed the Declaration of Covenants, Conditions and Restrictions for Caraway Subdivision ("Caraway CCRs"), recorded in Official Records Book 3119, Page 598, *et seq.*, of the public records of Alachua County, Florida.

B. Declarant now hereby wishes to modify and amend the Caraway CCRs.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Capitalized terms used but not defined in this Amendment will have the definitions set forth in the Caraway CCRs.

2. Article V, Paragraph 3 shall be deleted in its entirety and replaced with the following:

"3. Annual Assessments



a. The initial annual assessment shall be \$500 per lot.

b. The Board of Directors is 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.

c. The Board of Directors shall establish the appropriate levels of maintenance.

d. The Board of Directors may establish fees for the use of various facilities."

3. Article V, Paragraph 8 shall be deleted in its entirety and replace with the following:

"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 or a late fee set by the Board of Directors. 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 herein by non-use of the Common Area or abandonment of owner's Lot."

4. Article VI, Paragraph 2 shall be amended to reflect that a) there shall be no fee for Initial plan review and b) in the event that construction does not commence within six (6) calendar months or be completed within eight (8) months from the date of approval of the plans, then the proposed construction shall be deemed abandoned and prior to the construction of any such construction, a new request must be made to the ACC without regard to any prior request.

5. Article VII, Paragraph 2 shall be deleted in its entirety and replace with the following:

"2. Boats, trailers, recreational vehicles, trucks or other transportable personal property will not be permitted in the opening parking areas or drive, but must be stored only within garages or in the backyard and shall not be visible from the street."

6. Article IV Land Use Restrictions shall be retitled as "Article IX Land Use Restrictions" and Paragraphs 15, 16, 27 and 28 thereof shall be deleted in their entirety and replaced with the following:

"15. The Board 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 and shall follow architectural control committee guidelines.

27. Mailboxes will be one or two community mailboxes.

28. Intentionally deleted."

7. The following Article shall be added as follows:

"Article XII COVENANTS COMMITTEE:

1. Committee The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the Declaration, the Bylaws and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the covenants, rules and regulations of the Association by a Member or Member's guests, invitees or tenant.

2. Hearing Procedure The Board shall not impose a fine, suspend use of common areas and facilities, or infringe upon any rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. Demand Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- i. the alleged violation;
- ii. the action required to abate the violation;
- iii. a time period which, except in emergency situations, which shall include but not be limited to noise pollution, shall not be less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

b. Notices At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- i. the nature of the alleged violation;
- ii. the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice; and
- iii. an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf.

c. Hearing The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d. Appeal Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date.

e. Fines The Covenants Committee may impose fines against Members, Members' guests, invitees and tenants as follows:

- i. Up to One Hundred Dollars (\$100.00) per violation.

ii. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing except that no fine shall exceed \$2,000.00 in the aggregate.

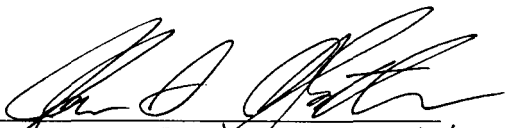
Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. All monies received from fines shall be allocated as directed by the Board of Directors.


f. Suspension of use of common areas and facilities The Covenants Committee may also suspend the rights of a Member, Members' guests, invitees and tenants to use common areas and common facilities for a reasonable amount of time."


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CARAWAY OF GAINESVILLE, LLC,
a Florida limited liability company
By: Legacy Home Development, LLC, a Florida limited liability company, its Managing Member
By: SHD Development, LLC, a Florida limited liability company, its Managing Member


Print Name: Joshua S. Williams



Print Name: Heather Williams

By: 
Name: Svein H. Dyrkolbotn
Its: Managing Member

STATE OF FLORIDA
COUNTY OF ALACHUA

This instrument was acknowledged before me on September 14, 2006, by Svein H. Dyrkolbotn, Managing Member of SHD Development, LLC, a Florida limited liability company, Managing Member of Legacy Home Development, LLC, a Florida limited liability company, Managing Member of Caraway of Gainesville, LLC, a Florida limited liability company. He is personally known to me.

(Notary Seal)


Signature of Notary Public, State of Florida
My Commission Expires: 1/22/09

