

**FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR
THE RETREAT**

This First Amendment is made as of January 8, 2008, by Ravineland, Inc., a Florida Corporation, hereinafter referred to as "Developer".

WHEREAS, The Retreat is subject to the Declaration of Covenants, Conditions and Restriction dated July 15, 2005, and recorded in Official Records Book 2564, Page 229 through Page 246, inclusive, of the public records of Clay County, Florida (the "Declaration"), which imposes covenants and restrictions on certain lands located in Clay County, Florida, including the land annexed by the Supplemental Declaration of Annexation of Covenants, Conditions and Restriction for The Retreat, dated October 25, 2007, and recorded in Official Records Book 2958 Page 705 through 725, inclusive, of the public records of Clay County, Florida (the "Property");

WHEREAS, in accordance with Article VII, Section 3, the Developer reserves the right, without prior approval of any owner, to amend the Declaration.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends the Declaration as set forth herein:

1. "Declaration" shall include this First Amendment, the instruments previously recorded and referenced above, as they may be from time to time further amended, as recorded in the public records of Clay County Florida.
2. Section 11 of Article VI is hereby deleted and in lieu thereof shall read:

Section 11. Trash. Burning of trash, rubbish, debris, garbage, leaves, unsightly objects, or other materials, in the open, by an incinerator or otherwise, is prohibited. No trash, garbage, rubbish, or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by Architectural Review Committee.

All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. No trash, garbage, rubbish, debris, refuse or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on any Lot or street.

3. Section 13 of Article VI is hereby deleted and in lieu thereof shall read:

Section 13. Condition of Lots. Each owner shall maintain the entire Lot (and the improvements thereto) in a neat and clean condition at all times. "Maintain" is hereby defined to include, but not be limited to, that all yards shall be fertilized, treated for pests and weeds, and watered regularly. Grass shall be mowed and edged along the driveways, walkways, curbs and sidewalks, and along the side of

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Prepared by and Return to:

the foundation wall. Shrubs shall be kept appropriately trimmed and shall not hinder use of the sidewalks or visibility at driveways or roads. Trees shall be kept in a safe and healthy condition.

- 4. Section 15 of Article VI is hereby deleted and in lieu thereof shall read:

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot or other portion of the Property. There shall be allowed no more than two (2) domesticated dogs, cats or other household pets for each Dwelling Unit provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free. At no time shall a pit bull or pit bull mix breed be permitted on or in the Property or Lot. Further, if, in the sole discretion of Developer or the Board, any of said pets become dangerous or an annoyance or nuisance to other residents or the Property or surrounding areas, or destructive to wildlife or property, they must not thereafter be kept on the Property.

- 5. Article VI is hereby amended to add Section 27 as follows:

Section 27. Yard Accessories and Play Structures. All yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under Section 20 of this Article. Provided, further, basketball structures, either permanently mounted to a Dwelling above the garbage or mounted to a permanent pole, will be allowed if the location of the basketball hoop and structure are first approved by the Architecture Committee and only under the following conditions:

- 1. Basketball hoops and structures must be well-maintained;
- 2. Backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- 3. Nets are limited to white nylon;
- 4. If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base.

Use of movable basketball hoops and structures are permitted so long as they are put away after each use so that they otherwise are in compliance with the provisions of this section.

- 6. The original Declaration contains an error in the numbering of the Articles. Article VII – General Provisions should be and is hereinafter referred to as Article XII – General Provisions.

- 7. Article VII – General Provisions shall now be Article XII.

8. Section 1 of Article XII is hereby deleted and in lieu thereof it shall read:

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, 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.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and/or guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. The notification of the intent to impose a fine shall provide that the Owner has the right to request a hearing by contacting a person designated by the board of such a request. The notice shall provide that if a hearing is not requested within the designated period, which shall be no less than 14 days, the fine may be imposed as provided in the notice.

b) Hearing. If a hearing is requested by the Owner as set out above, the hearing shall take place at a designated time, which shall be no less than 6 days from the date of the request for the hearing. The hearing shall be held before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine following the hearing, no fine shall be imposed.

c) Fine. The Board may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set out above, except that no such fine shall exceed \$1,000 in the aggregate. No lien may be placed on the Lot for non-payment of fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, the Board upon determination of non-compliance or violation of the covenant, restriction, rule or regulation, the Board may:

a) Suspension of Use of Common Areas and Facilities. The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities. Suspension of common-area-use rights shall not

impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Director, the Board may:

b) Suspension of Voting Rights. An association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

If, for any reason, the Association incurs attorneys fees or costs as a result of retaining an attorney to enforce any provision in the Association's governing documents, including the Declarations, By-Laws, Articles, Rules and Regulations or applicable law, because of a failure of an Owner, a tenant, or guest to comply with such governing documents or law, the Association may collect said attorney fees and costs from the Owner, without limitation if such attorney fees and costs are incurred without the necessity of filing suit, or if it is necessary to file suit (including any appellate attorney fees), whether or not the case is settled before or after trial. In any proceeding arising because of an alleged failure of an Owner, a tenant or the Association to comply with the requirements of the Act, the Declaration, the governing documents, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court. An Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Declaration of Covenants, Conditions and Restriction for The Retreat to be executed by its duly authorized officers as of the day and year first above written.

Signed, Sealed and delivered

In the presence of:

Heather E. Wherry
Witness

Print Name: Heather E. Wherry

Angela L. Walters
Witness

Print Name: Angela L. Walters

Ravineland, Inc.

a Florida Corporation

Needet Sothar
Signature

Print Name: Needet Sothar

Title: President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 8 day of ~~December~~^{Jan.}, 2007 by Wendy Senhart, _____ of Ravineland, Inc., a Florida Corporation, who has produced personal known as identification.



Vina C. Delcomyn
Notary Public, State of Florida