



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FINLEY WOODS PLANNED DEVELOPMENT**

THIS DECLARATION OF RESTRICTIONS is made this 28th of May, 2014, by Thomas W. Williams, Jr., who is the Managing Member of the Finley Woods Development LLC, a Florida Limited Liability Company, hereinafter referred to as “Developer.”

WHEREAS, Developer is the owner of all the lots in Finley Woods, Phase IA and 1B, located in Alachua County Florida, as per plat thereof recorded plat Book 29, Pages 56 – 59 of the Public Records of Alachua County, Florida (hereinafter referred to as “the Property” or “the Subdivision”); and

WHEREAS, Developer intends to sell the Property, restricting it in accordance with a common plan designed to preserve and enhance the value and residential qualities of the land, the personal and general health, safety, and welfare of the owners, and for the maintenance of the road and entranceway, the surface water and stormwater drainage system, opens spaces and conservation management areas, and other improvements located on the Property, and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, and liens hereinafter set forth which shall be binding upon and run with the title to the Property; (the “Restrictions” or “Declaration”).

NOW THEREFORE, Developer for themselves, their successors and assigns, declares the Property is and shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions, easements and restrictions hereinafter set forth, all of which shall run with title to the land included in the Property.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) Association: “Association” Shall mean and refer to **FINLEY WOODS OWNERS’ ASSOCIATION, INC**, a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions for **FINLEY WOODS** to which the Articles of Incorporation and Bylaws of the Association make reference.

- (b) Board: “The Board” shall mean and refer to the Board of Directors for **FINLEY WOODS OWNERS’ ASSOCIATION, INC.**
- (c) Developer: “Developer” shall mean and refer Finely Woods Development, LLC, a Florida Limited Liability Company, its successors and assigns.
- (d) District: “District” shall mean the St. Johns River Water Management District, its successors or assigns.
- (e) Drainage Easements: Features or facilities collectively termed “drainage easements” refer to those surface water and stormwater management system components located in the Property, as shown on the plat, site plans or drawings, including, without limitation, ditches, swales, basins, ponds, and culverts; and over which every Member of the association shall have a non-exclusive right and easement for surface water and stormwater management and drainage purposes for the benefit of all the Lots in the Property.
- (f) Lot: “Lot” or “Lots” shall mean and refer to a platted lot as shown on the plat of **FINLEY WOODS**, a platted subdivision located in Alachua County, Florida.
- (g) Member: “Member” shall mean and refer to each Owner who is a member of the Association.
- (h) Owner: “Owner” shall mean and refer to the record fee simple title holder to each Lot included in the Subdivision, whether one or more persons or entities, including the Developer; but notwithstanding any applicable theory 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. Every Owner shall be treated for all purposes as a single owner of their Lot, irrespective of whether such ownership is joint, tenancy in common or tenancy by entirety, In the event any life estate is created with respect to any Lot in the Subdivision, the Owner of the life estate shall be deemed to the Owner for purposes of this definition for so long as the life estate shall exist.
- (i) Property or Subdivision: “Property or Subdivision” shall mean an refer to all the platted Lots, drainage easements, open space and conservation management areas, and easements for Right of Way, and utility easements as shown on the plat of **FINLEY WOODS**.
- (j) Surface water and Stormwater Management System: “Surface water and Stormwater Management System” means a system or systems that are designed and constructed or implemented to control discharges that 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 discharges.

- (k) “Open Space and Conservation Management area” means the natural resources defined and delineated to the plat as Open Space and Conservation Management Area. Exhibit “C” attached.

ARTICLE II LAND USE

1. No lot shall be re-divided unless approved by the architectural control committee.
2. Any construction commenced upon any Lot in said subdivision shall be completed within twelve (12) months from the date of first delivery of any materials to the site of construction unless an extension thereof is granted by the architectural control committee.
3. No building shall be constructed on any Lot within said subdivision except one single family detached dwelling which dwelling shall contain a minimum square feet of floor area, excluding garages and unenclosed porches, such minimum to be established by the architectural control committee on a lot by lot basis in order to harmonize the size of dwellings with the size and topography of the lots within the subdivision. Subject to Alachua County Rules and Regulations.
4. No trade, business, service professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the land in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successor or assigns may construct, operate, and maintain model home centers in the subdivision and provided further that the Board of directors established by this Declaration may permit home occupation activities with such restriction and conditions as the Board of Directors shall in its sole discretion determine.
5. No land in this subdivision, nor any building erected thereon, shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises for residence purposes and the neighborhood wherein said premises are situated.
6. All lots, tracts or parcels of land in this subdivision shall be kept in a good state of repair and appearance, and the property shall be kept correspondent with the maintenance standards of surrounding properties. No waste or damage shall go unprepared, whether such damage or waste is to the land or the improvements thereon.
7. No animals or pets of any kind shall be kept upon said Property or any portion thereof except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood.

8. No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any lot in the subdivision unless such repairs are conducted in an enclosed carport or garage, nor shall any commercial truck or commercial van larger than 3/4 tons be parked, stored, or kept on any lot except in an enclosed carport or garage.
9. Unless approved by the architectural control committee, no outside antennae of any type including but not limited to satellite dishes shall be maintained or constructed on any lot in the subdivision.
10. No "Jungle Gym" playground equipment, doghouse, or recreational equipment such as a basketball goal shall be placed upon any Lot, provided, however that any such device may be allowed by the Architectural Control Committee in the rear yard at the sole discretion of the Committee.
11. The keeping, maintaining or storing of any recreational vehicle, including a pickup camper, mobile home or travel trailer, either with or without wheels, or any motor boat, house boat, boat trailer, or similar water borne vehicle on any Lot covered by these covenants is prohibited unless the same be housed completely within a structure which has been architecturally approved in accordance with these covenants, or unless a special exception has been granted by the Architectural Review Committee.
12. All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the architectural control committee. Drives must be paved to the curb line and shall be continuously paved in any area meant for driving or automobile storage. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.
13. No trailer, tent, garage, or other outbuilding erected shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
14. When each Lot shall be for sale, only one "For Sale" sign no larger than 6 square feet will be permitted on each lot, provided however, a builder or real estate broker may, with approval of the Architectural Control Committee, erect a sign of up to 32 square feet to advertise a newly constructed property for sale during the construction and sales period. In no instance shall a "For Sale" sign be permitted on any right-of-way or common area of the subdivision.
15. Garbage cans and Containers shall be screened from view and placed out for pick-up on the day of pick-up and removed from the street on the same day.
16. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly re-painted. Exteriors shall not be allowed to become mildewed or stained. Any damaged portions shall be promptly repaired.

17. Heat pumps, air conditions, water softener devices are to be shielded from view from curb in front of homes.
18. Garage doors shall be kept closed except when required to be open for the purpose of ingress or egress and/or when and owner is present in the immediate area.
19. Nothing herein shall be interpreted to prevent the Declarant and/or its successors or assigns developing the property from using the property owned and/or controlled by them in such manner as they determine to be reasonably necessary or advisable for the conduct of their business, or in connection with the construction and maintaining of structures on said property, (including model home centers) and establishing the property as a residential community.
20. Any present or future Owner of Property covered by these Restrictions shall have the right of enforcement by appropriate judicial proceeding and may recover damage suffered as a result of violation, including reasonable attorneys fees in enforcement proceedings.
21. All and each of these Restrictions provided for in this section shall continue in force from the date of this instrument until 1 January, 2034. A.D. After this date these covenants shall be automatically extended for successive periods of tens years, unless an instrument signed by a majority of the then owners have been recorded, agreeing to change said covenants in whole or in part.
22. The cutting of any tree larger than twelve inches (12") diameter (measured two feet above ground level) without the expressed written consent of the Developer (or successors) is prohibited, except that the Developer's consent is not required for removal of trees in an area which includes a dwelling site.
23. Open Space and Conservation Management Area: Permissible and prohibited uses of the areas designated as Open space and Conservation Management Areas are described in the Open Space and Conservation management Area Management Plan for **FINLEY WOODS. Exhibit "C" attached.**
24. Alachua County's Use of Prescribed Burning: By acceptance of their deed, each Lot Owner acknowledges that periodic prescribed burning is a recognized land management tool and recommended method of fuel management in Alachua County for minimizing wildlife hazards. Prescribed burning may result in the periodic occurrence of temporary smoke and ash. Lot Owners should refer to the Wildfire Mitigation section within the Common Open Space Management Plan as the Policy 5.6.8 of Conservation and Openspace Element of the Alachua County Comprehensive Plan for additional details.

**ARTICLE III
HOMEOWNERS ASSOCIATION**

Section 1. Creation: Developer shall cause to be incorporated, pursuant to Florida statutes, a corporation not for profit to be known as **FINLEY WOODS OWNER' ASSOCIATION, INC.**, in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "A". The articles of Incorporation of said Association, and its Bylaws, annexed hereto as "Exhibit "B", are hereby made a part hereof by reference.

Neither the Articles of Incorporation nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or any of its amendments thereto. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 2. Membership: The Developer and every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers and any owner of a life estate in a Lot, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be separated from the ownership of a Lot in the Subdivision, except on the transfer of title to said Lot and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights: Exclusive voting rights in the Association shall be held by the Declarant, its successors or assigns until the first to occur of the following events, at which time voting rights shall inure to every member owning a Lot subject to assessment under the Declaration on the basis of one vote per Lot, to-wit.

1. Upon three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners; association have been conveyed to members as described Florida Status Title XI Chapter 720; or
2. Upon voluntary transfer of voting rights by Declarant.

Multiple Owners: Each Owner, as that term is defined in Article I herein, shall be entitled on all issues to (1) vote for each Lot owned. When more than one person or entity comprises the Owner of any Lot, the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect for any Lot. Each Lot's vote shall be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple owners are unable to agree among themselves as to how their Lot's vote shall be cast, they shall lose their right to vote on the matter in question. If any record owner cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that said record owner was

acting with the authority and consent of all other record owners of that Lot. In the event that more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 4. Management of the Association: Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. Upon vesting of voting rights, management shall be vested in a Board of Directors which Board shall consist of no fewer than two members nor more than six members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations of the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association.

Section 5. Rules and Regulation: The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the drainage easements, Right of Way, open space and conservation management area, and the individual Lots. Such rules and regulations of the Association when so adopted shall be incorporated and form a part of this Declaration to the same extent as if originally contained herein, and may include fines or other penalties for violation of the Declarations or of these rules and regulations. Anything herein to the contrary notwithstanding, any amendment and adoption to the rules and regulation pertaining to the used of the drainage easements, right-of-ways, and Lots must comply with these Declarations.

Section 6. Board of Directors: The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this association shall be managed by a Board of at least two (2) but not more than (6) Directors. Membership on the Board shall be open to all Owners of Lots within the Subdivision.

Section 7. Duties and Powers of the Association:

- (a) The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as they are expressly set forth in the Articles of Incorporation, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by this Declaration and any amendments thereto, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners.
- (b) Surface Water and Stormwater Management Systems: The Association, and ultimately the Lot Owners, shall be responsible for the maintenance, operation and repair of the surface water and stormwater management system as required by

the permit issued by the District and other applicable district rules and Alachua County's rules for management of basins.. Maintenance of the surface water and stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water and stormwater management capabilities as permitted and required by the district. Any repair or reconstruction of the surface water and stormwater management system shall be as permitted or, if modified, as approved by the District.

- (c) The Association shall also be responsible for the maintenance, repair and beautification of roads, entranceway, signage, and landscaping for the benefit of the Owners.
- (d) The Association shall also be responsible for performing the maintenance duties prescribed by the Finley Woods Open Space and Conservation Management Area Management Plan, annexed hereto as Exhibit "C", and by reference made a part thereof.

Section 8. Notice to district of Developer's Transfer of Control to Association: The Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the St. Johns River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the St. Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

Prior to the Developer seeking to transfer the operation and maintenance of the system to the Association, the Developer shall demonstrate to the reasonable satisfaction of the District that over twenty-four (24) consecutive months have passed since the active operation of the Association has commenced. The developer shall demonstrate the District's satisfaction that the Association is an active ongoing concern, which the Developer shall establish by submitting copies of all minutes of meetings of Members of the Association and/or Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of other such documentation as the District may reasonably deem necessary to establish that the Association is an active, functioning and ongoing concern.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations on Assessments: Developer hereby covenants, and each Owner of any Lot, by acceptance of a deed for such Lot, whether or not it is so expressed in the deed, including any purchaser at a judicial sale, is deemed to and hereby does covenant and agrees to jointly and severally pay to the Association assessments as provided in these Covenants and Restriction including:

- (a) Annual assessments
- (b) Special assessments for capital improvements or major repair; and
- (c) Individual assessments.

Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. All such assessments, together with interest thereon from due date at the highest legal rate of interest thereon, late charges, lien charges, and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assess is due. Each such assessment, together with interest, late charges, lien charges, costs, and reasonable attorney's fees, as herein provided, shall also be the personal obligation of every person who was Owner of such Lot as the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessments provided for herein by no-use of the easements or by abandonment. A sale or transfer of any lot or real property encumbered by such lien shall not affect the validity or enforcement of the lien.

Section 2. Purposes of Assessments: The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Property and the Lot Owners, for the performance by the Association of its duties and the exercise of the powers conferred upon it, and for such other purpose as may be deemed desirable or appropriate from time to time by the Bard. Such purposes may include, but are not limited to, the improvement , beautification, operation, maintenance and repair of the private access road, entranceway, electric gate, light and entranceway signage and landscaping, for the maintenance of the open space and conservation management area, and for the operation, maintenance, repair and improvement, of the surface water and stormwater management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements.

The Association shall maintain the landscaping of the area forward (20) feet to the rear of the front corner of either side of a residential unit constructed upon any lot. Each of these lots shall have an irrigation system installed for such purpose which shall also be maintained by the Association. The owner of each lot shall provide at Owner's expense an unrestricted water supply for the irrigation system. Maintenance of the landscaping shall include, but not limited to, mowing and trimming. No landscaping shall be added to any Lot without the approval of the Architectural Control Committee. Any landscaping so approved shall be accepted for Maintenance by the Association.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board of Directors of the association, who shall adopt an operating budget for the Association in advance of each fiscal year which shall include the estimated funds required to defray the estimated costs of operating the Association during the coming year, including, but not limited to, operational items such as overhead expenses as well as charges to cover

deficits from prior years, and such capital improvement budget items and capital reserves as may be approved by the Board.

During the period of time exclusive voting rights are held by the Declarant, the Declarant shall not make an assessment in excess of One Thousand Dollars (\$1000.00) per year. The initial amount of the annual assessment shall be no more than One Thousand Dollars (\$1000.00) per year, per Lot. The annual assessments shall be paid in advance on the first day of January of each year, or a pro-rata portion of each annual assessment shall be due on the first day of the first month following transfer of ownership from the Developer to the Lot Owner. Assessments may be billed quarterly.

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 unless the increase is necessitated by the construction of further improvements upon the commons areas.

In the event the Board shall fail to propose a budget, then and until such time as a new budget is adopted, the budget in effect for the preceding year shall continue for the succeeding year.

Section 4. Special Assessments: In addition to the annual assessment established pursuant to section 4 hereof, the board may levy at any time a special assessment for that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement within drainage easements, Right of Way, or entranceway, including the necessary fixtures and personal property related thereto, or for the purpose of covering any insufficiency of assessment to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors. The Board of Directors shall determine the date when such special assess is to be paid. Said assess due date not to inconsistent with any demand for payment made by the St. Johns River Water Management District, its agents or assignees. Special assessments levied by the board of Directors for the purposes of compliance with the permits issued by the St. Johns River Water Management District shall not be limited in amount and shall not be subject to vote of the Members.

Section 5. Individual Assessment: The Association may levy individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Lot pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any drainage easement, or Right of Way within the Property caused by the Owner or its lessee, invitee; or for any other purpose permitted by this Declaration or any amendments thereto.

Section 6. Uniform Rate of Assessment: Both annual and special assessment shall be a uniform rate for all Lots.

Section 7. Date of Commencement of Assessments; Initial Assessments; Due Dates:

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time prepare a roster of the Lots and assessment applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to an owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of assessment; Remedies for the Association:

Any assessment not paid within thirty (3) days of its due date shall be delinquent, and shall bear interest from the due date at the highest rate allowed by law, or at such lesser rate as may be determined by the Board and uniformly applied, until paid in full, and the Association shall have the right to file a lien in the public records of Alachua County, Florida to secure payment of all amount due including costs of collection. The total amount due shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership which the assessment accrued which shall bind such lands and improvements of then-Owner, its heirs, successors, personal representatives, and assigns. Such lien shall be recorded in the Public Records of Alachua County, Florida to secure payment of all amounts due and shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgagee as hereinafter provided in Section 9. Such lien shall be continuing until paid in full, and the Association may bring civil action to foreclose the lien. The personal obligation of the then-Owner to pay such assessment, however, shall remain Owner's personal obligation for the statutory period and shall not pass to his successors in title, unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefore.

The Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall also include costs incurred by the Association for its efforts related to the collection.

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

Section 9. Subordination of the Lien to Mortgages: The lien for any assessment 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 the 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 an assessments thereafter becoming due, nor from the lien for any such subsequent assessment.

Section 10. Insurance: The Association may obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and worker's compensation insurance (if required), and such additional coverage as may be required by law or as it deems advisable. This insurance may cover the Open Space and Conservation Management Area, the drainage easements, Right of Way, entranceway, signage, and 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 as part of the total annual assessment as hereinbefore provided.

ARTICLE V MAINTENANCE

Section 1. Owner's Responsibilities: It shall be the affirmative duty of each owner to keep and maintain the exterior appearance of their residence and other structures of improvements in good and presentable condition and repair. It shall be a further duty of each Owner to:

- (a) Keep and maintain all yards, walkways, and driveways in a neat and clean condition with regular mowing, clearing, tree-trimming, debris or litter removal, except that maintained by Homeowner's Association.
- (b) Keep and maintain all landscaped areas in a live, healthy and growing condition, properly trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials; except that maintained by Homeowner's Association.
- (c) Keep and maintain any stormwater drainage and retention system components located within the perimeter of the Owner's Lot in good, serviceable, and attractive condition and repair with regular mowing, clearing, tree-trimming, debris or litter removal so that the system is maintained in a manner consistent with the system's plans and specifications and the District's permit requirements therefore; and
- (d) Keep and maintain any private road Right of Way located within the perimeters of the Owner's Lot in good, serviceable, and attractive condition with regular mowing, clearing, tree-trimming, debris or litter removal as needed.

Section 2. Covenant to Maintain: No dwellings located in the Property shall be permitted to fall into disrepair. All persons, firms, and corporations who may hereafter succeed to title or acquire any lien or interest against or in the any Lot and improvements situated thereon, do jointly and severally agree to keep and maintain the said dwelling and improvements in a good state of repair and to properly care for and maintain the lawn landscaping, Right of Way, and drainage easements located on the Lot in a neat, attractive, and well-maintained condition as described herein.

Section 3. Default by Owners: In the even of default by Owner in that Owner's duties to keep and maintain their Lot or improvements thereon, the Association shall have a right to enter upon Lot and provide the necessary repair or maintenance and assess the owner for the cost of same.

Section 4. Association-Provided Maintenance Upon Individual Lots: Upon determination by the Board of Directors that an Owner has defaulted in their duty for maintaining their Lot, the Association may provide maintenance upon any Lot deemed by the Board to be in need of clearing, mowing tree trimming or removal, fence painting or repair, or other general maintenance or landscaping. Prior to the Association taking such action as hereinabove set for, the Association shall notify the Owner in writing stating what action is not commenced and diligently pursued to completion by said Owner, the association shall be authorized to enter the Lot to provide the necessary maintenance. The cost of the repair or maintenance shall be assessed as an individual assessment against the Owner of the Lot upon which such maintenance or repair was performed. Said individual assessment shall be secured by a lien upon the affected Lot and its improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible together with any cost of collection, reasonable attorney's fees and interest at the highest rate allowed by law from the date of the expenditure until the date of payment in full by the Owner.

Section 5. Maintenance of Drainage Easements and Right of Way: The Association, as well as each owner and future owners, shall construct, maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all swales, ponds, ditches, canals, retention or detention areas drainage, other surface water managements works and areas which are owned or controlled by them in a manner consistent with the permit issued by the St.Johns River Water Management District and the operation and maintenance plans. Each individual lot owner shall be responsible for clearing, tree trimming (or removal) and mowing of the drainage easements and rights of way within the perimeters of the individual lots. Additionally, the operation and maintenance of the surface water management system shall be the undivided responsibility of all owners and future owners of said lots.

Section 6. Landscaping Maintenance for Wildfire Management: All structures subsequently built on the Property should have at least thirty (30) feet of defensible space surrounding them so as to minimize the vulnerability of these structures to wildfire. Defensible space is defined as to 'clean' zone where fuels have been cleared, reduced, or changed so as to act as a barrier between wildfire and structure. These areas can be

landscaped with trees and shrubs as long as the appropriate plant material is used [less fire-prone] and placed so as to not carry fire to a structure [discontinuous horizontal and vertical fuel arrangement]. Defensible space should be created so as to provide a measure of passive fire protection for structures. Defensible space created around a structure should limit the movement of fire to a structure or reduce the intensity of any fire that did move to a structure so that the likelihood of exterior structural ignition is minimized.

Section 7. Access at Reasonable Hours: For the purpose of performing the maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1. IMPROVEMENTS AND ALTERATIONS: Except for purposes of proper maintenance and repairs wherein exterior colors (including roofing) are not changed, or as otherwise provided in this Declaration, no lot clearing preparatory to construction or no construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the Lots or any portion of property conveyed as an appurtenance to a Lot, nor shall any addition to or change or alteration to the exterior or the color thereof be made until sufficient plans and specifications, including landscaping plans and color schedules shall have been submitted to the Architectural Control Committee and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for this residential community by the Architectural Control Committee. Such approval or rejection shall be given within 30 days of submission of such plans. Outbuildings or fences of any type may be denied or limited as to location if the Architectural Control Committee deems such to be inconsistent with the appearance of the subdivision in any instance.

Section 2. ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee shall be composed of Thomas W. Williams, Jr., who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to the Community Association. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

Section 3. RULES AND REGULATIONS: The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 4. ENFORCEMENT; RIGHT TO REMOVE OR CORRECT

VIOLATIONS: In the event any Lot clearing is commenced or repair or manufacture of a building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, moved or maintained (including change of color) upon the Property, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed or the violation otherwise corrected. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days notice of such violation delivered to the Owner of the Lot where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**ARTICLE VII
EASEMENTS AND RIGHT OF WAY**

Section 2. Owner's Use and Enjoyment: Every Owner shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the open space and conservation management areas, the drainage easements, and the private access road Right of Way located within the Subdivision. These easements shall be appurtenant to and shall pass with the title to every Lot. Said right shall include, but not be limited to;

- (a) a Right of Way for ingress and egress by vehicles or on foot, in through, over and across the private access road, if any exist.
- (b) a right and easement for drainage over, across, and through any part of the surface water and stormwater management system and the Right of Way
- (c) rights and easements to connect with, maintain, and make use of utility lines, wires, conduits, and cable television lines which may be in or along the Right of Way in compliance with the rules of the Association, the requirements of the District and/or local government agencies have jurisdiction over said lands.

Section 1. Owner's Use and Enjoyment: The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- (a) The right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of maintaining same;
- (b) All provisions of this Declaration and the Articles and Bylaws of the Association;
- (c) Rules and regulations governing use and enjoyment of the open space and conservation management areas, including permissible uses and prohibited

activities in accordance with the Finley Woods Open Space and Conservation Management Plan, which is attached hereto as Exhibit "C";

- (d) Rules and Regulations governing use and enjoyment of the Lots, drainage easements, and Right of Way located within the Subdivision as adopted by the Association, and;
- (e) Restrictions contained on the plat and any plan or drawing for open space and conservation area, the drainage easement, and Right of Way.

Section 3. Association's Easements for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water and 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 a Lot which is part of the surface water and stormwater management system, a reasonable time and in a reasonable manner, to operate, maintain, or repair said system as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water and stormwater management system.

The Association shall have a perpetual non-exclusive right, license, privilege, and easement of use and access to the private access road right of way, as required by it respective officers, directors, employees and/or agents to perform their respective obligations and duties as set for herein under this Declaration. Said rights shall include, but not be limited to the right for ingress and egress by vehicles on foot in, through, over and across the private access road Right of Way located on the Property, if any exist.

Section 4. Liability for Damages: Each Owner shall be liable for any and all damages to any portion of the Property which constitutes the drainage easements, the open space and conservation area, and Right of Way 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 collectable and enforceable as in the case of other assessments levied by the Association. Each Owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his Lot.

Section 5. Use: Drainage easements and the Right of Way shall not be obstructed, littered, defaced or misused in any manner, and shall be maintained by the Association. No person shall alter the drainage flow of the surface water and stormwater management system without the prior written approval of the District.

Section 6. Utility Easements: Easements are reserved throughout the Property as may be required for utility service in order to serve the Property adequately.

ARTICLE VIII RULES AND REGULATIONS

Section 1. Compliance: Every Owner shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which may from time to time be adopted by the board of Directors of the Association. No such rules or regulations shall vary the assessment obligation set forth in Article IV.

Section 2. Enforcement: Failure of an Owner to comply with such restrictions, covenants, rules, and regulations shall be grounds for action which may include without limitation any action to recover sums due for damages, injunctive relief, or any combination thereof and the Association shall have the right to suspend voting rights as it shall determine for an Owner's non-compliance.

Section 3. Fines: In addition to all other remedies, 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, his family, guest, invitee, or employee to comply with any covenant, restriction, rules, or regulations providing the following procedures are used.

- (a) Notice: The association shall notify the Owner in writing of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why a fine or fines should not be imposed.
- (b) Hearing: the noncompliance shall be presented to the Board of Directors after which the Board shall hear reasons why the fine or fines should not be imposed. Any Owner charged with non-compliance of covenants, rules, or regulations shall be entitled to cross examine witnesses and may be represented by Owner's counsel. A written decision of the Board of Directors shall be mailed to the Owner not than twenty-one (21) days after the Board meeting at which the hearing of the matter is concluded.
- (c) Fines: The Board of Directors may impose individual assessments against the Lot owned by the Owner charged with the non-compliance of any covenant, restriction, rules, or regulations as follows:
 - (1) First finding of non-compliance for violation; a fine not in excess of One Hundred Dollars (\$100.00)
 - (2) Second finding of non-compliance for violation: a fine not in excess of Five Hundred Dollars (\$500.00)
 - (3) Third and subsequent finding of non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00)
- (d) Payment of Fines: Fines shall be paid not later than thirty (30) days after the date Notice is mailed to owner informing Owner of the imposition or assessment of the fine.
- (e) Collection of Fines: All monies received in payment of fines shall be allocated as determined by the Board of Directors
- (f) Non-Exclusive remedy: these fines shall not be construed to be exclusive shall exist in addition to other rights and remedies to which the Association may otherwise be legally entitled, including the right to seek injunctive relief.

**ARTICLE IX
MISCELLANEOUS**

Section 1. Duration: The covenants, conditions, and restrictions of this Declaration shall run with the land comprising the Property. Those covenants which do not concern or affect surface water and stormwater management shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the then current Owners sign and record an instrument revoking, or altering these covenants in whole or in part.

Section 2. Notices: Any notice required to be sent to any Owner or member shall be deemed to have been properly sent when mailed, postpaid, to the last address listed in the Association's records for the person who appears as owner on the records of the Association at the time of such mailing. Each Owner has the duty to keep the association informed as to Owner's current mailing address and shall make written notification to the Association of any address change for owner.

Section 3. Enforcement by District: The St. Johns River Water Management District (the "District") and Alachua County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these covenants and Restrictions which relate to the maintenance, operation and repair of the surface water and 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 and Alachua County'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 and Alachua County's against the Association and/or the Owner(s).

Should the District or Alachua County 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 and Alachua County shall be entitled to an award of attorneys' fees and costs incurred by the District and/or Alachua County in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District and Alachua County shall have the right to file a lien in the public records of Alachua County, Florida for any such attorneys' fees and costs awarded to the district by any court or administrative body.

If the owners of any Lot, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing, and to recover damages for such violations. The Association may also compel performance by the use of fines, as authorized by law.

Section 4. Severability: Failure to enforce any violation of these restrictions shall not in any manner be construed as a waiver of such provisions.

Section 5. Amendment: This Declaration contains both affirmative covenants and restrictive covenants and may be amended by the Developer until three (3) months after ninety percent (90%) of the Lots within FINLEY WOODS PLANNED DEVELOPMENT, including any future phases, have been conveyed to Owners other than Developer, and hereafter by obtaining written consent to the amendment from two-thirds (2/3) of total voting interest of the Association.

Any amendment to the Declaration which alters any provision relating to the surface water and stormwater management system, beyond maintenance in its original condition, must have the prior written approval of the District and local government jurisdiction. Such approval shall be in the form of a modification and any and all permits issued by the District and local government jurisdiction in effect at the time of application for such modification. Amendments to this Declaration which do no impact operation or maintenance of the surface and stormwater management system may be made without authorization from the District and local government jurisdiction; however copies of such amendments shall be forwarded to the District within thirty (30) days of approval.

Section 6. 100-Year Flood Prone Areas: Properties which have natural ground elevations below the 100-year flood plain are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, Natural Flood Insurance Program) by Alachua County, Florida, which requires that structures be elevated at least one foot above the 10-year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

Section 7. Relaxation of Terms by Developer: Developer has reserved the right to waive or reduce certain restriction set forth in this document. A waiver or reduction of restrictions by the Developer shall be valid only if set forth in writing and signed by the Developer or his successor, personal representative or assign.

Section 8. Annexation: The Developer may annex addition residential properties to FINLEY WOODS DEVELOPMENT during the period of time when the Developer is in control of the Association.

Section 9. The Developer shall have the right to erect and maintain signs for sales purposes anywhere on the Property.

Section 10. Tree Mitigation For Lots: Heritage live oak trees twenty inches diameter or larger measured at 4.5 feet above ground and located within the boundary of each Lot will be mitigated prior to or concurrently with the application for building permit. Mitigation (by fee in lieu) payment to Alachua County will be the amount approved with the final development plan and plat (\$616.00 per lot). Fee in lieu payment is being


implemented as an alternative to on-site planting due to the physical constraint of limited space. The mitigation payment must be paid for all heritage live oak trees whether or not the tree is physically removed from the lot. This is due to the unavoidable impacts within the tree's drip line during construction because of the small size of the proposed lots.

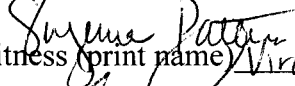
**ARTICLE X
PARTIAL INVALIDATION**

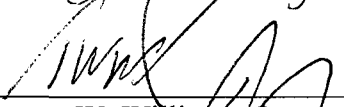
Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Signed, sealed and delivered in

Our presence as witnesses:



Witness (print name) CHARLES DARDAMAN


Witness (print name) Virginia Patterson


Thomas W. Williams, Jr.
Manager/Member
Finley Woods Development, LLC, a Florida
Limited Liability Company

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 24th day of Nov, 2014
by Thomas W. Williams, Jr. Who is personally known or produced
_____ as identification.


Print name
Notary Public, State of Florida
My commission expires:

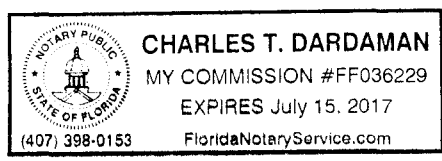


EXHIBIT "A"
ARTICLES OF INCORPORATION
OF
FINLEY WOODS OWNERS' ASSOCIATION, INC.

The undersigned, for the purpose of forming a Corporation Not for Profit under Florida Statutes Chapter 617, does hereby make and adopt the following Articles of incorporation:

ARTICLE I
NAME & ADDRESS

The name of the corporation shall be **Finley Woods Owners' Association, Inc.** (hereinafter the "Association").

The Principal place of business of this corporation will be 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608.

ARTICLE II
TERM OF EXISTENCE

The Association shall exist perpetually. Corporate existence of the Association shall commence upon the filing of these Articles with the Department of State of the State of Florida.

ARTICLE III
DEFINITIONS

The following words when used in these Articles of Incorporation (unless the context shall prohibit), shall have the following meanings.

- (a) Association: "Association" shall mean and refer to FINLEY WOODS OWNERS' ASSOCIATION, INC, a Florida corporation not for profit, its successors and assigns.
- (b) Board: "The Board" Shall mean and refer to the Board of Directors for FINLEY WOODS OWNERS ASSOCIATION, INC.
- (c) "Declaration" Shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Finley Woods Subdivision, in Alachua County, Florida executed on May 28, 2012 and recorded in the Public Records of Alachua County, Florida, and as amended from time to time.
- (d) Developer: "Developer" shall mean and refer to FINLEY WOODS DEVLOPMENT, LLC., its successors and assigns.
- (e) District: "District" shall mean St Johns River Management District, Its successors or assigns.

- (f) Drainage easements: Features or facilities collectively termed “drainage easements” refer to those surface
- (g) water and stormwater management systems components located in the property, as shown on the plat, site plans or drawings, including, without limitation, ditches, swales, basins, and culverts; and over which every Member of the Association shall have a non-exclusive right and easement for surface water and stormwater management and drainage purposes for the benefit of all the Lots in the Property.
- (h) Lot “Lot” Shall mean and refer to a platted lot as shown on the plat of FINLEY WOODS, a platted subdivision located in Alachua County, Florida.
- (i) Member “Member” shall mean and refer to each Owner who is a member of the Association.
- (j) Owner “Owner” shall mean and refer to the record fee simple title holder to each Lot included in the Subdivision, whether one or more persons or entities, including the Developer; but notwithstanding any applicable theory 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. Every Owner shall be treated for all purposes as a single Owner of their Lot, irrespective of whether such ownership is joint, tenancy in common, or tenancy by entirety. In the event any estate is created with respect to any Lot on the Subdivision, the Owner of the life estate shall be deemed to be the Owner for purpose of this definition for so long as the life estate shall exist.
- (k) “Property” or “subdivision”: :Property or “Subdivision” shall mean and refer to all platted Lots, drainage easements, open space and conservation management areas, and easements for the right of way. and utility easements as shown on the plat of FINLEY WOODS, together with such additional property as may be annexed thereto as hereinafter provided.
- (l) “Surface water and Stormwater Management System” means a system which is designed and constructed or implemented to control discharges 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 discharges.

ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized for the several purposes of enforcing the Declarations of Covenants, Conditions and Restrictions for FINLEY WOODS, Alachua County, Florida, (hereinafter “the Declaration”); for adopting and promulgating rules and regulations pertaining to the maintenance, management, operation, care, preservation and architectural control of the Lots, drainage easements, open space and conservation management areas, and easements for the right of way, and utility easements in FINLEY WOODS, and to promote the health, safety and welfare of the Owners. Pursuant to those purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the Property and recorded in the Public Records of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy, collect, and enforce payment by all lawful means all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) To acquire, own, hold, improve, build upon, operate, maintain, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To operate, maintain and manage the surface water or stormwater management system in a matter consistent with St Johns River Water Management District ("District") Permit NO. 42-001-130909-1 and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management systems;
- (e) To borrow money if needed to carry out the purpose and the works of the Association;
- (f) To use and expend the proceeds of assessments and borrowing in a manner consistent with the purposes for which this Association is formed;
- (g) To purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Board;
- (h) To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of any Lot, drainage easements, open space and conservation management areas, and easements for the right of way, and utility easements, subject to approval of the St Johns River Water Management District and /or local government jurisdiction if said approval is so required;
- (i) To contract for services with others;
- (j) To do and perform anything required by these Articles, the Bylaws, or the declaration to be done by an Owner (as that term is defined in the Declaration), but if not done by the owner 30 days after notice to the Owner, at the expense of the Owner;
- (k) To do and perform any obligations imposed upon the Association by the Declaration or any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration;
- (l) The Association shall levy and collect adequate assessments against the Members of the Association for the costs of Maintenance and operation of the surface water and stormwater management system. Prior to the Developer seeking to transfer. The operation and maintenance of the system to the Association, the Developer shall demonstrate to the reasonable satisfaction of the District that over twenty-four (24) consecutive months have passed since the active operation of the Association has commenced. The Developer shall demonstrate the District's satisfaction that the Association is an active ongoing concern, which the Developer shall establish by submitting copies of all minutes of meetings of Members of the Association and/or Board of Directors, with copies of all

operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of other such documentation as the District may reasonably deem necessary to establish that the Association is an active, functioning and ongoing concern.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed

ARTICLE V MEMBERSHIP AND VOTING

The developer and every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers and owners of life estates in a Lot, shall be a Member of the Association.

The foregoing is not intended persons or entities who hold an interest as security for the performance of an obligation. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be separated from the ownership of a Lot in the property, except on the transfer of title to said Lot and then only the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. For all Association purpose, each Lot shall be entitled to only one vote, regardless of the number of record owners of that Lot.

ARTICLE VI INITIAL CONTROL BY DEVELOPER

Notwithstanding the other provisions contained in these Articles to the contrary, FINLEY WOODS DEVELOPMENT, LLC, a Florida Limited Liability Company, or its successors in interest (The "Developer") shall have the control of the activities of the Association and its affairs until such time as the Developer relinquishes that right or three (3) Months after (90 %) of the lots within FINLEY WOODS have been conveyed to persons other than Developer.

The developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least (30) days written notice to the St Johns River Water Management District and Alachua County that all terms and conditions placed upon the Developer by permits or authorizations from the St Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

**ARTICLE VII
SUBSCRIBER**

The name and street address of the Subscriber to these Articles of Incorporation is Tommy W. Williams Jr. 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608, as the Managing Member of Developer, FINLEY WOODS DEVELOPMENT, LLC.

**ARTICLE VIII
AMENDMENTS**

Until such time as the developer relinquishes control of the Association, the Board may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary for the State of Florida, and recording such amendment in the Public Records of Alachua County, Florida. After such time as the Developer relinquishes control of the Association, amendments to these Articles shall be proposed and adopted in the following procedure:

- (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may either be the annual meeting or a special meeting;
- (b) Within the time and in the manner provided in the By-Laws for the giving of Notice of meetings of the Members, written notice setting forth the proposed amendment of a summary of the changes to be effected thereby shall be given to each Owner entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of the annual meeting;
- (c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) majority of the votes entitled to vote thereon.
- (d) Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
- (e) If all of the directors and all the Members eligible to vote sign a written statement manifesting their intent an amendment of these Articles be adopted, then the amendment shall thereby be adopted as though Article VIII (A) through VIII (c) has been satisfied;
- (f) No amendment shall make any changes in the qualifications for Members or the voting rights of Members without the approval in writing by all Members. No amendment shall be made that is in conflict with Master Declaration;
- (g) Further Limitations on Amendments: Amendments to Articles or By-Laws which directly or indirectly impact operation and maintenance of the surface water or stormwater management system may be made only after approval by the St Johns River Water Management District and Alachua County. Such approval shall be in the form of a modification to any and all permits issued by the St Johns River Water Management District under the lawfully adopted rules of the St Johns River water management district in effect at the time of application for such modification.

Amendments to the Articles or the By-Laws which do not impact operation or maintenance of the system may be made without authorization of the St Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

- (h) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and recorded in the Public records of Alachua County, Florida

ARTICLE IX AMENDMENTS TO BY-LAWS

The power to make, amend, and rescind By-Laws of the Association shall be vested in the Members, as provided by the By-Laws.

ARTICLE X BOARD OF DIRECTORS

The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than six (6) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Tommy W. Williams Jr., 2563 SW 87th Drive, # 10, Gainesville, FL 32608
Job White, 2563 SW 87th Drive, # 10, Gainesville, FL 32608
Carol Bosshardt, 2563 SW 87th Drive, # 10, Gainesville, FL 32608

The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE XI OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at the first meeting and they shall serve at the Pleasure of the Board. The names and addresses of the persons who shall serve until their successors are designated by the board of Directors are:

<p>President - Tommy W. Williams Jr 2563 SW 87th Dr # 10 Gainesville, FL 32608</p>	<p>Vice President - Carol Bosshardt 2563 SW 87th Dr #10 Gainesville, FL 32608</p>
<p>Secretary/Treasurer - Job White 2563 SW 87th Dr # 10 Gainesville, FL 32608</p>	

**ARTICLE XII
REGISTERED AGENT AND OFFICE**

The address of the initial Registered Office of the Association is 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608, and the name of its initial Registered Agent at that address is Tommy W. Williams Jr.

**ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each person who has served as an officer or director of the Association shall be indemnified by the Association against liability and against expenses (including attorney's fees) reasonably incurred by him in connection with any action, suit or proceeding by reason of his being or having been an officer or director of the corporation or any settlement of any proceeding, or any appeal from such proceeding, to which he may be a party or in which he may become involved by reason of his being or have been a director or officer of the Association, whether or not he is a director or officer at the time such expense incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which he shall be finally adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to such director or officer may be entitled. This right of indemnity shall also inure to the benefit of the person's legal representative or successor. The directors shall have the power to indemnify other employees of the corporation upon the same terms. Each such person, whether officer, director or employee, shall be entitled to the full extent of the indemnification provided pursuant to applicable statutes in the State of Florida for a non profit corporation such as this Association.

**ARTICLE XIV
DISSOLUTION OF ASSOCIATION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting interests of the Association.

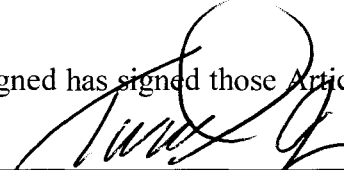
Prior to dissolution of this Association, all Property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water or stormwater management systems, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water or stormwater management works, and prevention or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, will be dedicated to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the St Johns River Water Management

District through modification of any and all permits or authorizations issued by the St Johns River Water Management District. Such modification shall be made under the lawfully adopted rules of the St Johns River Water management District in effect at the time of application for such modification.

ARTICLE XV
CONFLICTS

Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the By-Laws, the provisions of the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned has signed those Articles of Incorporation on the 28 Day of May, 2014


Thomas W Williams, Jr. Manager /Member
Finley Woods Development, LLC, a Florida
Limited Liability Company

STATE OF FLORIDA
COUNTY OF ALACHUA

28th SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me on this day of May, 2014, by Thomas W. Williams Jr. who are personally known to me or who has produced their Florida Drivers; Licenses as identification.

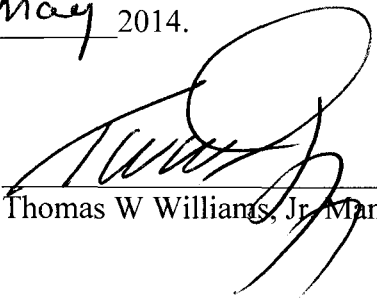


Janet Jordan
Print Name:
Notary Public, State of Florida

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent Finley Woods Owners' Association, Inc., which is contained in the following Articles of Incorporation.

Dated this 28th Day of May 2014.


Thomas W Williams, Jr. Manager /Member

Finley Woods Development, LLC, a Florida
Limited Liability Company

EXHIBIT "B"**BYLAWS
OF
FINLEY WOODS OWNERS' ASSOCIATION, INC.,
A Florida Corporation Not For Profit****1. DEFINITIONS.**

When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of Finley Woods Owners' Association, Inc. ("the Articles") shall have the same meanings as in the Articles. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

2. IDENTITY.

These are the Bylaws of Finley Woods Owners' Association, Inc., the "Association" a corporation not for profit organized pursuant to Chapter 617 of the Florida Statutes.

2.1 Office. Until changed, the principal office of the Association shall be located at 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608 and the Association's mailing address shall be 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word Florida, the words "Corporation not for profit", and the year of incorporation.

3. MEMBERS.

3.1 Qualification. Membership in the Association is as set forth in the Articles of Incorporation of the Association.

- 3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing by record title to any Lot within the Subdivision. The owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of prior Owner is terminated. The new Owner shall notify the Association's Secretary of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records. It is the affirmative duty of each Owner to provide to the Association a current correct mailing address for such Owner and to verify at least annually that the Association's records as to the Owner's mailing address are correct
- 3.3 Voting Rights. Voting rights of each Member of the Association shall be set forth in the Articles and in the Declaration of Covenants, Conditions, and Restrictions for Finley Woods Subdivision, in Alachua County, Florida, and the manner of exercising such voting rights shall be set forth in the Bylaws. For all Association purposes, each Lot shall be entitled to only one vote, regardless of the number of recorded owners of that Lot.
- 3.4 Designation of Voting Representative. If a lot is owned by one individual only, that owner is the person entitled to cast the vote for that Lot and should be so designated by a certificate signed by such Owner and filed with the Secretary of the Association. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be so designated by a certificate signed by all of the record owners for the Lot and filed with the Secretary of the Association. If a lot is owned by a general or limited partnership, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be so designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the subject Lot. No Owner or designee shall vote in excess of the voting rights allocated to the Lot pursuant to the Declaration.

- 3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joiner of all record title owners is specifically required by the Declaration, the Articles, or by these Bylaws.
- 3.6 Restraint upon Assignment of Shares in Assets. The share if any Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Lot.
- 3.7 Rights Subject to Payment of Association Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association; the obligation for payment thereof is imposed upon each Owner as provided by the Declaration.
4. **MEMBERS' MEETINGS.**
- 4.1 Annual Members' Meetings. The regular annual meeting of the Members shall be held in the month of January in each year at such time and place as shall be determined by the Board of Directors, said meeting to be held for the purpose of appointing directors and of transacting any other business authorized to be transacted by the Members. At any meeting whether annual or special, of the Members or Directors, at which a Motion is made concerning the surface water or storm water management system a motion may only be voted upon at a meeting at which the St. Johns River Water Management District and Alachua County has been given at least ten (10) days written notice and to which the St. Johns River Water Management District and Alachua County are invited to attend by its representatives.
- 4.2 Special Members' Meeting. Special meetings of the Members may be called at any time by the President, the Vice President, Secretary, or Treasurer of the Association, or by two (2) or more members of the Board of Directors, or upon written request of the Members who have the right to vote thirty-three percent (33%) of all votes of the Association.
- 4.3 Notice of All meetings of Members. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each Member not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail,

by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty-three percent (33%) of all votes of the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, or the Articles. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. To be valid a proxy must be dated, must state the date, time, and place it was given, must state the specific meeting for which it is given, and must be signed by the Member giving the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires sixty (60) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at the pleasure of the Member executing it and shall expire upon the transfer of the title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 Adjourned Meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member entitled to vote at such meeting.

4.7 Order of Business. The order of business at annual Members' meetings and as far practical at all other Members' meetings shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Appointment of Directors.
- e. Reports of Officers.
- f. Reports from Committees.
- g. Appoint of Nominating Committee.
- h. Unfinished business
- i. New business
- j. Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members of their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. **BOARD OF DIRECTORS.**

5.1 Number. The affairs of this Association shall be managed by a Board of at least two (2) but not more than six (6) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Thomas W. Williams, Jr., 2563 SW 87th Drive, #10, Gainesville, FL 32608

Job White, 2563 SW 87th Drive, #10, Gainesville, FL 32608

Aaron Bosshardt, 2563 SW 87th Drive #10, Gainesville, FL 32608

5.2 Term of Office At the first annual meeting of the Association, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 Resignation: Directors shall have the absolute right to resign at any time and the remaining Directors shall then fill the vacancy, provided however, if all Directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new Directors and the resignations of such Directors shall not be effective until such election is held and the new Directors are elected, except that is no meeting is held or no Directors are elected after two (2) attempts to call and hold such a meeting, the resignations shall become effective

simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new Directors are elected or not.

- 5.4 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members, or by a majority vote of the Board of Directors. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.
- 5.5 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.
- 5.6 Election. Election to the Board of Directors shall be by written ballot or oral decision as hereinafter provided: At such election, the Members or their proxies may cast, in respect of each vacancy. As many votes as they are entitled to exercise under the provisions of the Articles. The candidate receiving the largest number of votes for each vacancy shall be elected. The election shall be by written ballot unless a majority of the Members present at such meeting specifically elect to waive this provisions, at which time each Member may cast his/her vote(s) orally; provided, however, that in the vent that there are no more nominations for Director than vacancies on the Board, those nominees shall stand elected by acclamation and balloting shall not be necessary.
- 5.7 Nominations. Nominations for election to the Board of Directors shall be made by Nominating Committee which shall be one of the standing committees of the Association.
- 5.8 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director and two or more Members of the Association. The Nominating Committee shall be approved by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.
- 5.9 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Officers, Directors, or agents of any of them as the Committee in its discretion shall determine. Separate nominations shall be made of reach vacancy to be filled. Nominations shall be placed on a written ballot as provided in Sections 5.10 and shall b made in advance

of the time fixed in Section 5.10 for the mailing of such ballots to Members.

- 5.10 Ballots. The written ballots for election of the Board of Directors shall be: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the ballot return date which shall be set forth on the ballot. The return date shall be a date not later than the day before the meeting at which the vote is to be taken.
- 5.11 Number of Ballots. Each person who is a designated voting Representative named on a voting certificate filed with the Secretary of the Association, as described in Section 3.4 of these Bylaws, shall receive a ballot. Notwithstanding that a Member may be entitled to cast more than one vote; he or she shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned to the Association as follows: Each ballot shall be replaced in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that because of the verification procedures of Section 5.12, the inclusion of more than one "Ballot" in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of "Ballots" being returned, and such other information as the Board of Directors may determine will serve to establish his rights to cast a vote or votes presented in the "Ballot" or "Ballots" contained therein. The "Ballots" shall be returned to the Secretary at the address of the Association.
- 5.12 Election Committee; Counting of Ballots. Upon receipt of each return, the Sec. shall immediately place it in a safe or other lock place until the day set for the meeting at which the election are to be held. On that day, the unopened envelopes containing the ballot invalids shall be turned over to the election committee which shall consist of three members appointed by the Board of Directors election committee shall then:
- a. Establish that external envelopes were not previously opened or tampered with in anyway; and
 - b. Open the external envelopes to establish that the number of envelopes therein Marked "Ballot" corresponds to the number of

votes allowed to the Member or his proxy identified on the external envelope; and

- c. Confirm that the signature of the Member or his proxy on the outside in the loop appears genuine; and
- d. If the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the election committee.

The opened external envelopes shall thereupon be placed in a safe or other locked place in the election committee shall proceed to the opening of the ballot envelopes and accounting of the votes. If any ballot envelope is found to contain more than one ballot, also touch ballot shall be disqualified and shall not be counted. Ballot shall be retained for such period of time after the election I shall be deemed prudent by the Board of Directors.

6. MEETING OF DIRECTORS.

- 6.1 Regular Meetings. Regular meetings of the Board of Directors may be held at such place or places and hour as may be fixed from time to time by resolution of the board. No notice shall be required to be given of any regularly scheduled meeting of the Board of Directors, unless required by law. Regular meetings of the Board of Directors shall be open to the members.
- 6.2 Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association or by any two (2) directors and maybe held at any place or places in Alachua County, Florida at any time. No less than two (2) days notice of the special meeting shall be given to each director personally or by first-class mail, which notice shall state the time, place and purpose of the meeting.
- 6.3 Waiver of Notice of a Meeting. The transaction of any business at any meeting of the Board of Directors, however, called and noticed, or wherever held, shall be as valid as though made in a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present sign a written waiver of notice, or a consent of the holdings of such meeting, open approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of

Directors need be specified in the notice or waiver of notice of such meeting.

- 6.4 Defects in Notice, etc waived by Attendance. Attendance of a director in a meeting shall constitute a waiver of notice of such meeting in a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such bored by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.
- 6.5 Quorum. A quorum at Director's meeting shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of the votes represented at a meeting at which a quorum is present shall cost to the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.
- 6.6 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.
- 6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the Directors or committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all of the Members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.
- 6.8 Presiding Officer. The presiding officer of Director's meeting shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both the Directors present shall designate one of their numbers to preside.
- 6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617 of Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. OFFICERS.

- 7.1 Officers and Election. The officers shall be elected annually by the Board of Directors and they shall serve at the pleasure of the Board. The executive officers of the Association shall be a President, a Vice President, both of whom shall be selected from the Board of Directors, a Secretary and a Treasurer. Any officer may be temporarily removed from office by majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.
- 7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.
- 7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members, He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law, He shall keep the records of the Association, except those
- 7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness of the Association. He shall keep the books of the Association in accordance with the good accounting practices and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.
- 7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. BOOKS AND RECORDS.

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 St. John's River Water Management District. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

- a. Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance on these funds at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not limited to, in any order:
- (1) Professional, administration and management fees and expenses;
 - (2) Taxes on common property, if any;
 - (3) Expense for utility services and maintenance/repair expense relating to the drainage easements, right-of-way, entranceway improvements and landscaping, including but without limitation, fill latex, ditches, canals, retention or detention areas, drainage, other surface water and or Stormwater management works, preservation or conservation areas, wetlands and wetland mitigation areas which are around or controlled by the Association;
 - (4) Insurance costs;
 - (5) Administrative and salary expenses, if any;
 - (6) Operating capital;
 - (7) Performance of obligations imposed by any unit of local, regional, state, or the federal government and to enforce the

provisions of the Declaration, the Articles of Incorporation and these Bylaws;

(8) Other expenses of the association.

- b. Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association in which occur less frequently than annually.
- c. Reserve for replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damaged, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves

9.3 Depository. The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the Directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons or authorized by the Directors; provided however, that the provisions of the management agreement between the Association and the manager relative to the subject matter of this section shall supersede the provisions hereof.

10. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. REGULATORY COMPLIANCE.

The Association shall comply with any obligations imposed by the permit issued by the St. Johns River Water Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention areas, drainage, other surface water and storm water management works, and preservation or conservation areas, wetlands, and wetland

mitigation areas which are owned or controlled by the Association. Notwithstanding anything contained herein to the contrary, any surface water and storm water management system, including but without limitations, all lakes, ditches, canals, retention or detention areas, drainage, other surface water and storm water management works, and preservation or conservation areas, wetlands and wetland mitigation areas, may be made after approval by the St. Johns River Water Management District and any unit of local government having jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water management District at the time of application for such modification. Amendments to the Articles or these Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns Water Management District or any unit of local government having jurisdiction; however, copies of any such amendments shall be forwarded to the District and any other unit local government having jurisdiction, within thirty (30) days of approval.

Prior to the permittee (Developer) seeking to transfer the operation and maintenance to the Association, the Permittee must demonstrate the reasonable satisfaction of the St. Johns River Water Management District that over twenty- four consecutive months have passed since the active operation of the homeowner's Association commenced. The Permittee shall demonstrate to the St. Johns River Water Management District satisfaction that the homeowner's 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/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of such other documentation as the St. Johns River Water Management District may reasonably deem necessary to establish that the homeowner's Association is an active, functioning and on- going concern.

12. AMENDMENT.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

- 12.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either at the annual or a special meeting.
- 12.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meeting of Members, written notice

setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

- 12.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of majority of the votes cast by Members entitled to vote thereon.

So long as the Developer shall own any property within Finley Woods, subject to these By-laws, the Developer shall have the sole right to amend these By-laws. All Amendments shall be made in writing.

- 12.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.
- 12.5 Agreement. If all of the Directors and all of the Members entitled to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the provisions of 12.3 relative to the Developer, then the amendment shall thereby be adopted as through Subsection 21.1 through 12.3 had been satisfied.
- 12.6 Recording. A copy of each amendment to these Bylaws shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.
- 12.7 Provisions. No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.
- 12.8 Regulatory Approval. Amendments to these Bylaws or the Articles which directly or indirectly impact operation and maintenance of the surface water or storm water drainage systems or related systems, including, but without limitation, all lakes, ditches, canals, retention or detention areas, wetlands and wetland mitigation areas, may be made only after approval by the St. Johns River Water Management District and local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District and local government jurisdiction under the lawfully adopted rules of the St. Johns River Water Management District and local

government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do impact operation or maintenance of the surface water or storm water drainage systems or related systems may be made without authorization of the St. Johns Water Management District and local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days.

13. PRONOUNS.

Whenever the context permits, the singular shall include the plural and one gender shall include all.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of this 28 day of May, 2014.

Janet Jordan
Witness (printed name)
Janet Jordan

Virginia Patterson
Witness (printed name)
Virginia Patterson

Thomas W. Williams, Jr.
Thomas W. Williams, Jr.
Manager/Member
Finley Woods Development, LLC,
A Florida Limited Liability
Company

ADOPTION OF BYLAWS

The foregoing were adopted as the BYLAWS of FINLEY WOODS OWNERS' ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 28th day of May, 2014.

APPROVED:

Thomas W. Williams, Jr.
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Finley Woods PD

Common Open Space Management Plan

Prepared for Submittal To:
Alachua County



Prepared on Behalf of:
WWB Real Estate Investments, LLC

Revised July 26, 2013

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1. INTRODUCTION

The Finley Woods Phase 1A and 1B Development is a 55 lot, single family detached residential subdivision located on +23-acres located on SW 62nd Avenue (see Sheet C1.00 depicting the limits of the subdivision). As part of the Development Review approval from Alachua County, 9.07 acres were designated as open space. The open space areas consist of primary and secondary open space, which will be managed according to this Open Space Management Plan.

2. OPEN SPACE MANAGEMENT ACTIVITIES

2.1 NATURAL AREAS

The primary open space includes mostly natural buffers and natural tree preservation areas throughout the subdivision. Maintenance of primary open space shall be limited to exotic invasive plant species or undesirable vegetation removal as defined by a registered landscape architect in conjunction with Alachua County Environmental Protection Department staff on a periodic basis. Likewise, trees or other vegetation shall only be removed if they propose an immediate peril to life or property as defined by the same. See development plan sheets in Attachment A showing the limits of open space.

2.1.1 PROTECTED PLANT SPECIES

The Callirhoe papaver (common name "Poppymallow") has been observed on-site. The Poppymallow is an endangered species as listed in the Regulated Plant Index of Florida and is protected. Florida Statutes s. 581.185 *Preservation of native flora of Florida*, it is unlawful to "willfully destroy or harvest any such plant growing on the private land of another or on any public land without first obtaining the written permission of the landowner or legal representative of the landowner and a permit."¹

The site also contains exotic species as indicated in the County Arborist's pre-design on-site meeting notes. Noted species at time of the site visit were Cogon Grass, Chinese Tallow, Japanese Honeysuckle, English Ivy, and Camphor, and others. A detailed list of invasive exotic species is provided in the attached *Natural Resource Inventory and Environmental Assessment (NRI-EA)* conducted by the consultant team of Dr. David Hall, David W. Hall Consultant, Inc., Christian Newman, Pandion Systems, and John W. Hendrix, Hendrix Consulting, Inc. Action will be taken at time of construction to remove those species noted above.

¹ S.581.185, Florida Statutes

2.1.2 PROTECTED WILDLIFE SPECIES

Gopher tortoises are a threatened wildlife species and are protected by state law, Chapter 68A-27.003, Florida Administrative Code. It is against the law to kill, harass or destroy gopher tortoises, their eggs or burrows.

An illegal take of a gopher tortoise burrow includes, but is not limited to damaging, collapsing or covering a gopher tortoise from land clearing, bulldozing, grading, paving, or building construction associated with land development, without a permit. Gopher tortoises must be relocated before any land clearing or development takes place, and property owners must obtain permits from the Florida Fish and Wildlife Conservation Commission (FWC) before they can move them.

A FWC permit is not required if development activity on a project site avoids impacts to tortoise burrows by 25 feet in all directions from the mouth of all burrows. Development activity must not harm gopher tortoises nor violate rules protecting them. Leaving a 50-foot diameter (25-foot radius) circle of habitat around each burrow (e.g., undisturbed islands or crop circles) and developing the rest of a project site does not qualify and requires a permit to ensure that gopher tortoises are not harmed.

If you suspect a wildlife law violation, report it to the FWC's Wildlife Alert Reward Program at 888-404-FWCC, 24-hours a day or online at <http://myfwc.com/contact>

2.2 STORMWATER FACILITIES

The secondary open space includes the man-made surface water basins that have been designed to meet open space requirements (Section 407.56 of the Alachua County Unified Land Development Code). All three surface water basins within the Finley Woods Development (SMF#1-3) are designated as Open Space and have been designed with three distinct maintenance areas (A, B, and C), which are described in more details below (See Figures 1-5 in Attachment B for maps of each basin).

Area A: "No-Mow" Area: This area shall be left for the native vegetation to become established by natural recruitment by natural recruitment. Mowing shall only occur if vegetation is an impediment to proper function of the stormwater management facility or poses a fire hazard determined Alachua County Fire Rescue Department.

Area B: Ground Cover Area: The proposed groundcover areas serve as a transition between the "No-Mow" area and the surrounding community. All native/non-invasive groundcover plantings proposed within the designed bedlines

(see landscape plans) may be maintained using standard practices. . See Figure See Figures 1-3 in Attachment A.

Area C: Routine Mow Area (Maintenance Paths – 25 ft around structures):

These areas are typically adjacent to inflow, outfall structures, maintenance and access paths, and other areas that need to be regularly inspected. Up to 25 feet from structures may be regularly maintained. Grassing within this designated area shall be routinely mowed a minimum of six (6) times a year. All maintenance paths should be mowed routinely and maintained for maintenance vehicle ingress/egress, as well as pedestrian accessibility. All litter/leaves shall be routinely removed to avoid build-up of adverse impacts on soil permeability characteristics.

The Homeowner Associations shall follow the Stormwater Operation and Maintenance Plan as well as the operative provisions, including requirements for inspections (Attachment C).

All Areas: Exotic invasive plant species and other undesirable vegetation (as designated by a registered Landscape Architect and/or Alachua County staff) may be removed periodically. Trees may be shaped as needed to remove deadwood and to maintain tree growth habit and character. All basin areas shall be routinely inspected, deficiencies and actions should be noted, and reported to the Operation and Maintenance entity.

2.3 COMMUNITY GREEN SPACES AND LANDSCAPED AREAS

Green Space or landscaped areas consists of those areas that function as aesthetic features. Management in these areas may include the seasonal replacement of plants, treatment for pests and weed control, weekly or bi-weekly moving, edging, and trimming, removal and/or replacement of dead or damaged plants, scheduled irrigation, mulching, pruning, and any other common landscape practices. See Sheet C1.00-C1.11 in Attachment A for the limits of community green spaces.

Trees and shrubs shall only be pruned to maintain their natural shape and promote healthy growth. Lower limbs may be removed to provide clearance for pedestrians. All pruning shall be done following the American National Standard for Tree Care Operations "Tree, Shrub and Other Woody Plant Maintenance - Standard Practices." The replacement of plants shall comply with the Alachua County ULDC, Section 407.44 Required Plant Materials and Section 407.45 - Installation. See the following link:

http://growth-management.alachuacounty.us/land_development_code/documents/Unified_Land_Development_Code.pdf

3. WILDFIRE MANAGEMENT

Areas adjacent to the development are vacant lands, agricultural lands, roads, or conservation areas. The internal road network runs parallel to many of these property boundaries, with common areas bordering most of the rest. The project is served by central water, which provides fire hydrants as per the applicable code. Natural areas shall be maintained to reduce the risk of fire hazard as recommended by Alachua County Fire Rescue.

4. GEOLOGIC FEATURES

The site is comprised of five soil types. Soils on the site were analyzed in the NRI-EA. It is not anticipated that soils or slopes on the site will be adverse for the development type proposed. As may be required for appropriate engineering of infrastructure, soils on portions of the site may be enhanced or replaced using soils from off-site or from other portions of the site. A Geotechnical report (GSE project No. 10024A, GSE Engineering & Consulting, Inc.) is included with the development plan supporting the development of appropriate infrastructure elements.

5. HOMEOWNER OUTREACH

5.1 Notification

In order to educate individual homeowners on Florida-Friendly Landscaping™ Program, each homeowner is provided *The Florida Yards & Neighborhoods Handbook* (Florida Department of Environmental Protection, University of Florida IFAS Extension (latest edition of the handbook can be located at <http://fyn.ifas.ufl.edu/homeowners/publications.htm>). Individual homeowners shall be provide an open space map (Attachment A), which shall be include identification of open space and conservation areas, trails, signs, access points, and fencing.

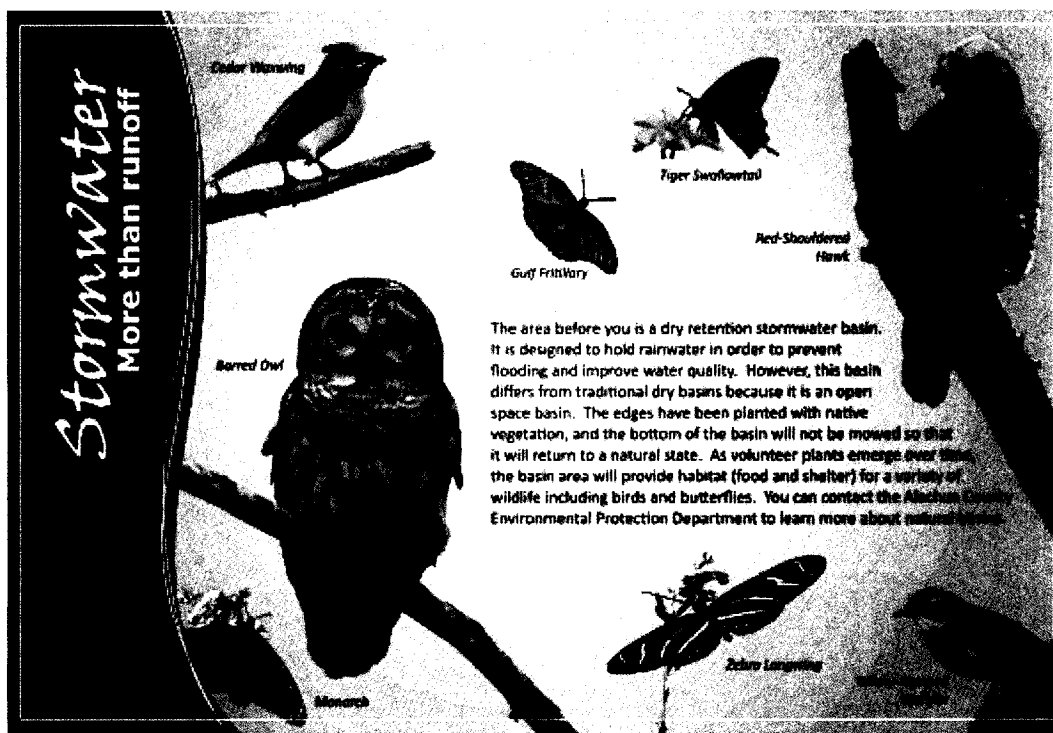
Outreach from the homeowners association shall be provided to all homeowners about the common areas, open space areas, and conservation areas, including their intent and permitted and prohibited uses. The forms of this communication may include, but is not limited to the following methods:

- Covenants, conditions, and restrictions
- Plat
- Signage
- Brochures or pamphlets

5.2 Signs

Interpretive signs shall be posted at the entrances of open space stormwater

facilities to inform residents about their function. Signs have been designed by Buford, Davis, and Associates shall be replaced if they are damaged or become illegible. A general depiction of the sign is provided below:



6. FUNDING/MAINTENANCE RESPONSIBILITY

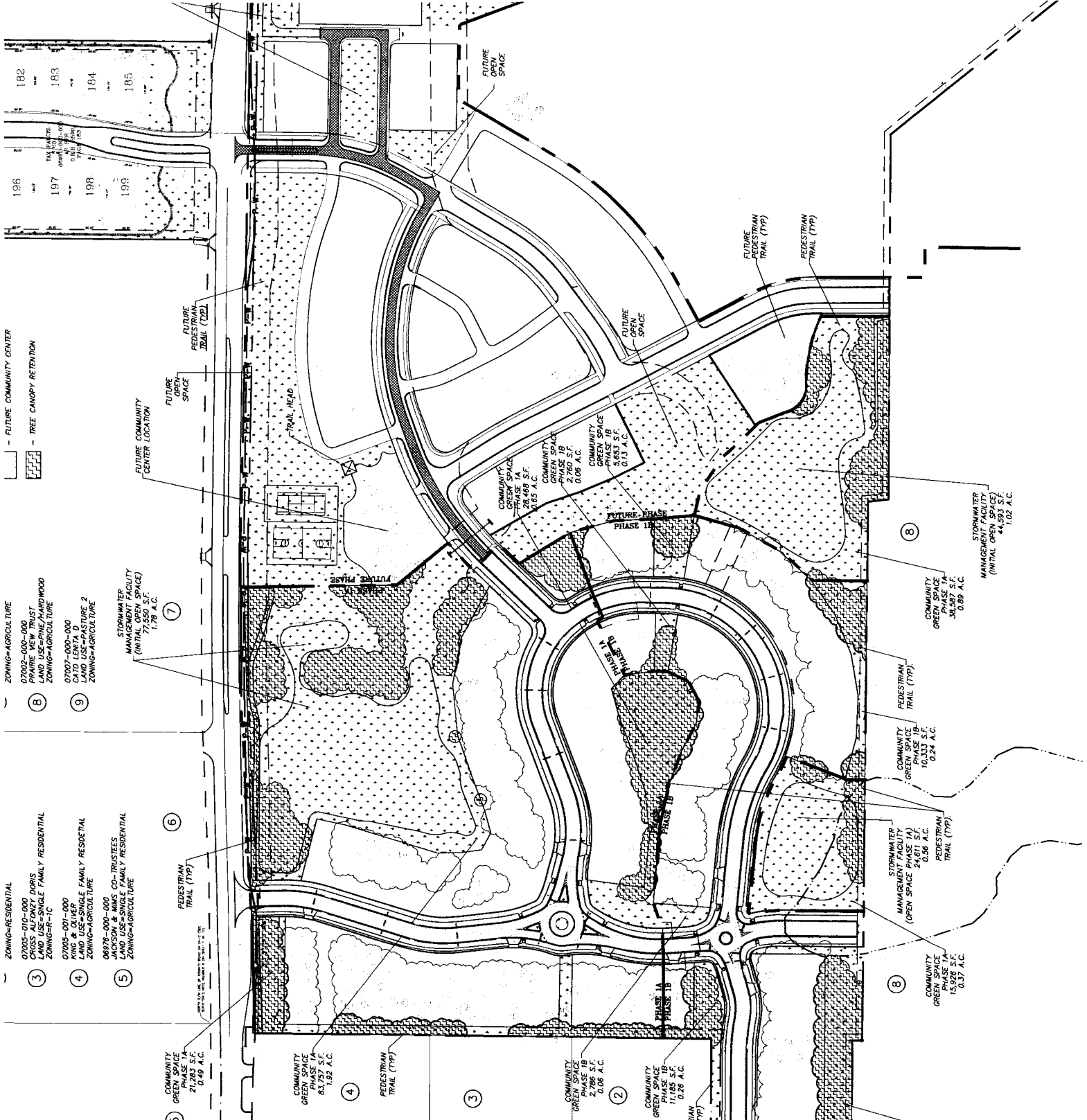
Funding and maintenance for management of the open space areas shall be provided through the Homeowners' Association and per the Stormwater Operation and Maintenance Plan in Attachment C.

6.1 Maintenance Matrix

TYPE	MOW	EXOTIC REMOVAL	TRIMMING OF SHADE TREES
Primary Open Space	No	Yes	No
Secondary Open Space	No*	Yes	Limited
Landscaped Areas	Yes	Yes	Yes

* Mowing limited to maintenance areas only in secondary open space.

ATTACHMENT A – Approved Open Space Sheets



- ZONING=RESIDENTIAL**
 - 02005-01P-000 OORIS LAND USE-SINGLE FAMILY RESIDENTIAL ZONING=R-1C
 - 07005-001-000 KING & OLIVER LAND USE-SINGLE FAMILY RESIDENTIAL ZONING=AGRICULTURE
 - 06978-000-000 JACKSON & MIKS CO-TRUSTEES LAND USE-SINGLE FAMILY RESIDENTIAL ZONING=AGRICULTURE
- ZONING=AGRICULTURE**
 - 07009-000-000 PRARIE VIEW TRUST LAND USE-PINE/HARDWOOD ZONING=AGRICULTURE
 - 07007-000-000 CATO LEWIS D LAND USE=PASTURE 2 ZONING=AGRICULTURE
- FUTURE COMMUNITY CENTER**
- TREE CANOPY RETENTION**

AT THE NORTHERN PORTION OF THE SITE, THE FLOOD ZONE AREAS HAS BEEN APPROVED TO BE MAINTAINED AS OPEN SPACE. THE EXISTING GRASSY WETLAND WILL BE MAINTAINED WITHIN THE FUTURE DEVELOPMENT.

THE FOLLOWING MEANS:

- PHASES OF THE DEVELOPMENT CONSISTING OF SECONDARY OPEN SPACES WILL CONSIST OF BUFFER TRAILS SEE THE TABLE BELOW FOR PHASE 1B OF THE DEVELOPMENT.
- PHASE 1A OF THE DEVELOPMENT WILL BE SECTION 407.56 AND 407.57 IN THE ULOD.

FOR PD	PROVIDED PHASE 1A	PROVIDED PHASE 2A
(209)	253,069 S.F. (5.81 AC)*	63,764 S.F. (1.46 AC)**
	20' BUFFER ADJACENT TO SW 62ND AVENUE	20' BUFFER ADJACENT TO SW 62ND AVENUE
	15' BOUNDARY BUFFER WESTERN BOUNDARY LINE	15' BOUNDARY BUFFER WESTERN BOUNDARY LINE
	10' BOUNDARY BUFFER SOUTHERN BOUNDARY LINE	10' BOUNDARY BUFFER SOUTHERN BOUNDARY LINE
	30% CANOPY WITHIN 20 YRS	30% CANOPY WITHIN 20 YRS

ROW	TOTAL AREA	% TOTAL AREA
1*	298**	
2**	228**	
3*	518*	

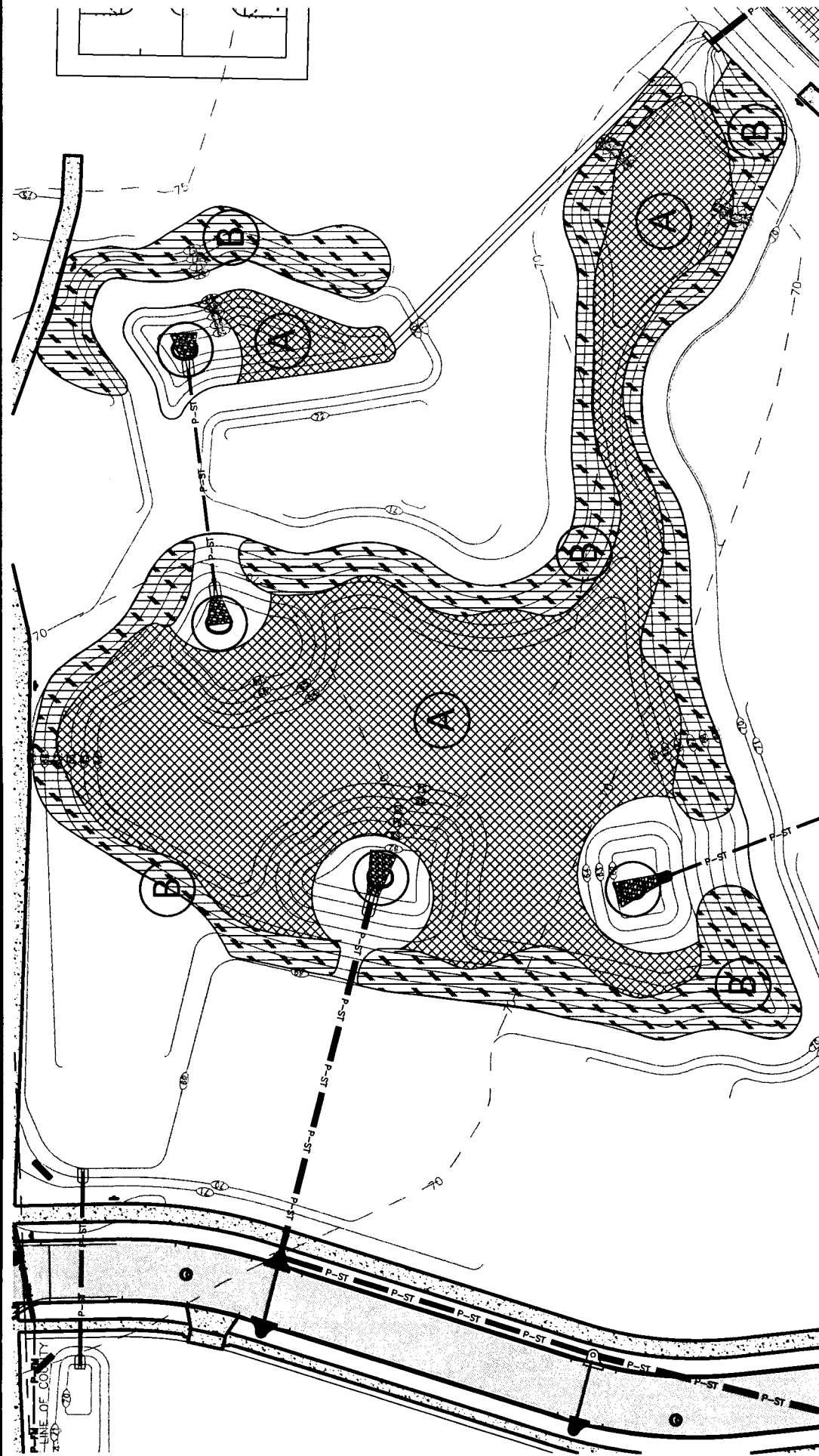
ROW	TOTAL AREA	% TOTAL AREA
1*	198***	
2**	198***	

ROW	TOTAL AREA	% TOTAL AREA
1*	198***	
2**	198***	

ROW	TOTAL AREA	% TOTAL AREA
1*	198***	
2**	198***	

* THE REQUIRED 20% SPACE ARE CONSISTENT TO FUTURE PHASES.

ATTACHMENT B – Stormwater Basin Diagrams



NOTE: SCHEMATIC DIAGRAM FOR REFERENCE ONLY.
 REFER TO OPEN SPACE MANAGEMENT PLAN FOR
 FULL MAINTENANCE INSTRUCTIONS.

A "No Mow" Area

B Groundcover Area

C Routine Mow Area

Routine Mow Area



Buford Davis + Associates
 landscape architects site planners
 2406 NW 43rd Street
 Gainesville, Florida 32606
 352.335.1896 tel
 352.373.6407 fax

PROJECT TITLE & LOCATION:

FINLEY WOODS

SHEET TITLE:

OPEN SPACE BASIN DIAGRAM

DRAWN BY: JJE

DATE: 07-12-13

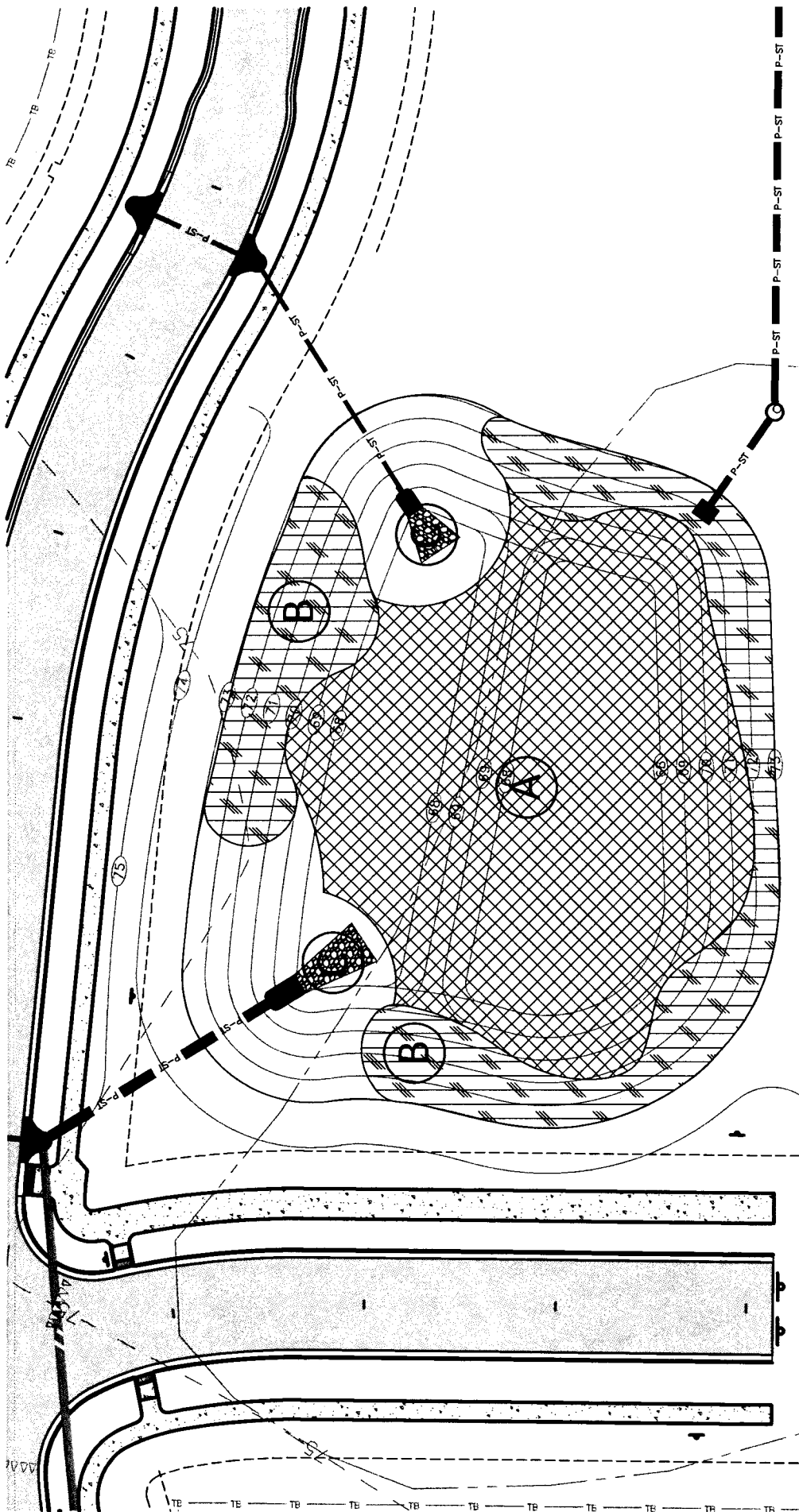
SCALE: NOT TO SCALE

CHECKED BY: LFH

REVISIONS:

PROJECT NO.: 12-046

SHEET NO.: OMP-1




NOTE: SCHEMATIC DIAGRAM FOR REFERENCE ONLY.
 REFER TO OPEN SPACE MANAGEMENT PLAN FOR
 FULL MAINTENANCE INSTRUCTIONS.

A "No Mow" Area

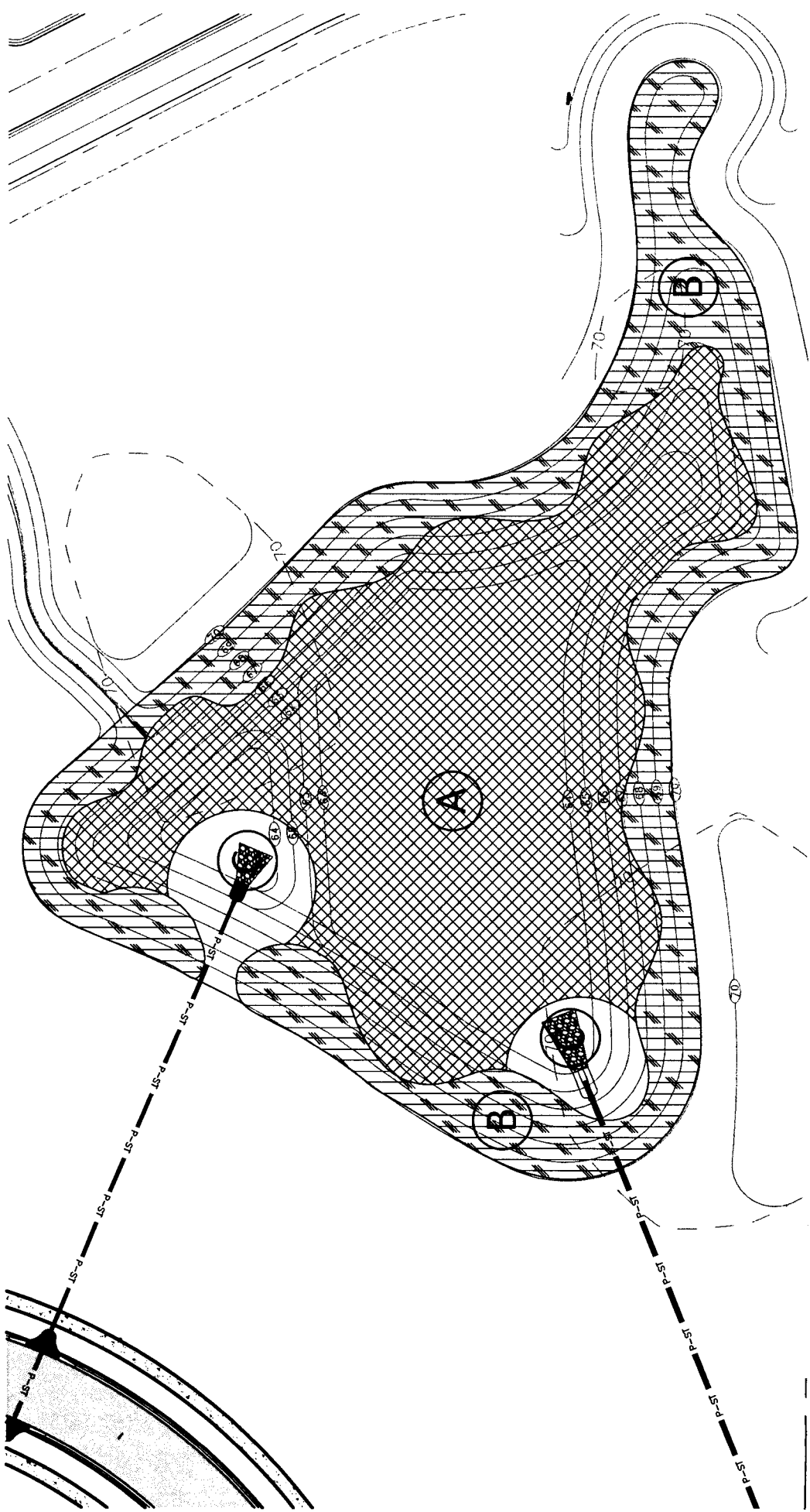
C Routine Mow Area

B Groundcover Area



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PROJECT TITLE & LOCATION: FINLEY WOODS	
SHEET TITLE: OPEN SPACE BASIN DIAGRAM	
DRAWN BY: JJE	DATE: 07-12-13
CHECKED BY: LPH	REVISIONS: _____
SCALE: NOT TO SCALE	PROJECT NO.: 12-046
	SHEET NO.: OMP-2



NOTE: SCHEMATIC DIAGRAM FOR REFERENCE ONLY.
 REFER TO OPEN SPACE MANAGEMENT PLAN FOR
 FULL MAINTENANCE INSTRUCTIONS.

A "No Mow" Area

B Groundcover Area

C Routine Mow Area

PROJECT TITLE & LOCATION: FINLEY WOODS

Buford Davis + Associates
 landscape architects site planners
 2406 NW 43rd Street
 Gainesville, Florida 32606
 352.335.1896 tel
 352.373.6407 fax

SHEET TITLE: OPEN SPACE BASIN DIAGRAM
 DRAWN BY: JJE
 CHECKED BY: LPH

DATE: 07-12-13
 REVISIONS:
 SCALE: NOT TO SCALE
 PROJECT NO.: 12-046
 SHEET NO.: OMP-3

**ATTACHMENT C – Stormwater Operation and
Maintenance Plan**

Stormwater Management Operation and Maintenance Plan

Proposed operation and maintenance and soil erosion and sediment control practices are outlined in the following paragraphs.

Purpose and Powers of the Association

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-001-130909-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Dissolution

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Existence and Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Property description

The proposed Finley Woods Subdivision project site is a multi-phased planned development located southwest of I-75 just south of the intersection of SW 62nd Avenue and SW 49th Street in Alachua County, Florida. The initial phases consist of the construction of a 55 single family, residential lots with accompanying bike paths, sidewalks, utilities infrastructure, and stormwater management facilities to be completed in separate phases.

Definitions

“Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Duties of Association

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. 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 by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Covenant for Maintenance Assessments for Association

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Easement for Access and Drainage

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 St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Amendment

Any amendment to the Covenants and Restrictions 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 areas, must have the prior approval of the St. Johns River Water Management District.

Enforcement

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Swale Maintenance

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each

If continuous limerock is encountered during excavation of the swales/basin or if a sinkhole forms in the area of a drainage swale/basin the engineer of record shall be notified by either the contractor or the established operation and maintenance entity. The engineer of record shall inspect the repaired area upon completion of the repair.

Where continuous limerock is encountered during excavation of the swales/basins, the limerock shall be over excavated by 2 feet and replaced with clayey soils that extend 2 feet beyond the perimeter of the limerock outcropping. The clayey soil shall have at least 20% passing the no. 200 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2% - 4% above optimum.

All swales/basins shall be inspected monthly for sinkhole occurrence. Should a sinkhole occur, the area shall be repaired as soon as possible. Repair shall include filling (limerock such as road base material, clay/sand mixture, or concrete if necessary). A 2-foot deep cap that extends 2 feet beyond the perimeter of the sinkhole shall be constructed with clayey soils. The clayey soil shall have at least 20% passing the no. 200 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2% - 4% above optimum. The clay soil cap shall be re-graded to prevent concentration of waters (ponding) and re-vegetated.

Outfall Structures

All outfall and drawdown orifices are to be inspected bi-annually for sediment or debris in the flow line of weirs or orifices. All sediment and debris should be removed and disposed of in an approved manner.

Discharge to Conservation Management Areas Maintenance and Repair

The stormwater management facilities shall be inspected after rainfall events greater than three inches for any indications of erosion. If any indications are noticed, then these should be repaired as soon as possible so as to prevent any blow outs from future rainfall events. The conditions of the facilities should be repaired to those conditions depicted on the approved Final Development Plans.

Operation & Maintenance Entity:

Finley Woods Homeowners Association, Inc.
Tommy Williams
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608

**ATTACHMENT D – The Florida Yards and
Neighborhoods Handbook**

The Florida Yards and Neighborhood Handbook can be found at this website address:

<http://fyn.ifas.ufl.edu/homeowners/publications.htm>

