

LEGISLATIVE #

180972F

July 17, 2019

Via Hand Delivery

Hon. Mayor Lauren Poe and City Commissioners
City of Gainesville
P.O. Box 490, Sta. 19
Gainesville, Florida 32627

Re: Petition to Establish the Finley Woods Community Development District ("**Petition**")
Declaration of Covenants

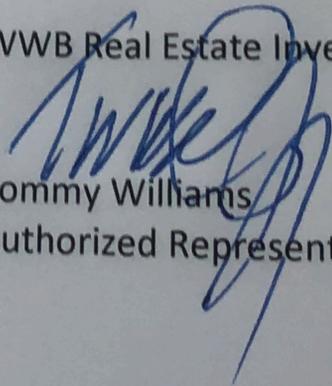
Dear Mayor Poe and City Commissioners,

We appreciate your consideration of the above-referenced Petition, and, as a follow-up to the prior City Commission meeting, are writing to provide you with a copy of the attached declaration of covenants ("**Declaration**"). The Declaration, once recorded, will ensure that the project is developed as a zero-energy project, and with "Florida-Friendly" landscaping. Please allow this letter to serve as our assurance that, if the Petition is approved, and the CDD undertakes the public infrastructure project by issuing bonds, the Petitioner will record the Declaration in connection with the development of the project.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us at _____.

Sincerely,

WWB Real Estate Investments, LLC


Tommy Williams
Authorized Representative

July 17, 2019

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Dear Mayor Poe and City Commissioners,

We appreciate your consideration of the above-referenced Petition, and, as a follow-up to the prior City Commission meeting, are writing to provide you with a copy of the attached declaration of covenants ("**Declaration**"). The Declaration, once recorded, will ensure that the project is developed as a zero-energy project, and with "Florida-Friendly" landscaping. Please allow this letter to serve as our assurance that, if the Petition is approved, and the CDD undertakes the public infrastructure project by issuing bonds, the Petitioner will record the Declaration in connection with the development of the project.

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Sincerely,

WWB Real Estate Investments, LLC

/s/ Tommy Williams

Tommy Williams
Authorized Representative

This instrument prepared by:
Jonathan M. Turner, Esq.
Scruggs, Carmichael, & Wershow, P.A.
2234 NW 40th Ter., Ste. B
Gainesville, FL 32605
JMT - FW Master

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FINLEY WOODS PLANNED DEVELOPMENT**

THIS AMENDMENT (the “Amendment”) to the Declaration of Covenants, Conditions and Restrictions for Finley Woods Planned Development (the “Declaration”) is made this _____ day of _____, 2019, by **Finley Woods Development LLC**, a Florida limited liability company (the “Developer”), and states the following:

WITNESSETH

WHEREAS, Developer made and entered into the Declaration, recorded on the 2nd day of December, 2014, in **O.R. Book 4316, Page 2105** of the Public Records of Alachua County, Florida;

WHEREAS, in accordance with Article IX, Section 5 of the Declaration, the Developer intends to amend the affirmative and restrictive covenants of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article II shall have a new Paragraph 25:
 25. The following covenant shall apply to Finley Woods, Phase 2 and Phase 3 only:
The use of solar panels as an independent electrical power system for an individual Lot shall be referred to herein as a Lot’s “Solar Power System”. A Solar Power System may be designed and installed during the building construction process of any residence on a Lot, subject to the following conditions and limitations. An Owner’s use of the Solar Power System shall be activated within six (6) months following the issuance of a Certificate of Occupancy for the completed construction on a Lot. Each Solar Power System shall be designed and sized with the intention for a net-zero energy residence by considering but not limited to the following factors: Lot location, building structure direction and

placement within a Lot, roof type, roof area, Lot shading, roof shading, roof slope, and the Owner's estimated energy consumption. clearing/pruning costs of trees, and the cost of replacement and fees for removal of trees regulated. There may be some Lots and/or houses where it is not practical or reasonable due to constraints of Lots and/or houses to install a Solar Power System or achieve a net-zero Solar Power System. For any Lot with significant shading from such regulated trees regulated by Chapter 30, Article VIII, Division 2 of the City of Gainesville Code of Ordinances, no trees shall be removed to allow for a Solar Power System. For Lots with a completed Solar Power System, a true net-zero Solar Power System shall be an intention in building construction and not a requirement of all Lots considering the above design factors and the Owner's ultimate usage.

2. Article V, Section 2 shall be modified and replaced entirely by the following:

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, including but not limited to the solar panel(s) thereon, 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.

3. Article VI, Section 1 shall be modified and replaced entirely by the following:

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, solar panel, 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.

4. Article V shall have a new Section 8:

Section 8. Florida-Friendly Landscaping. All Property within Phases 2 and 3, whether under the ownership or control of the Developer, Association, or Owners, shall be maintained using Florida-Friendly Landscaping principles, techniques, and guidelines as published by the Florida-Friendly Landscaping Program, the University of Florida Institute for Food and Agricultural Sciences, and Section 373.185, Florida Statutes. The Association shall implement such maintenance rules and guidelines for Phases 2 and 3 as necessary to meet the qualifications of Florida-Friendly Landscaping, as may be amended from time to time.

[This space intentionally blank. Signatures to follow.]

IN WITNESS WHEREOF, this Amendment is immediately and hereafter effective, and to the extent not amended hereby, all of the remaining covenants, conditions, and restrictions of the Declaration are reaffirmed, and all of which have not been waived even in the event any one or more of such covenants, conditions, or restrictions have not been enforced.

In the presence of:

Finley Wood Development, LLC,
a Florida limited liability company

Witness

By:

Thomas W. Williams, Jr., Manager

Printed Name

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Thomas W. Williams, Jr., Manager of Finley Wood Development, LLC, a Florida limited liability company**, on behalf of the company, who () is personally known to me or who () has produced _____ as identification.

Notary Public State of Florida

(NOTARY SEAL)