RESTATEMENT OF AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS OF WILKINSON WOODS, A RECORDED SUBDIVISION

ARTICLE I: NAME AND LOCATION

WILKINSON WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions, and limitations, which shall be covenants running with the land, binding upon the owners, their heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives, and assigns.

ARTICLE II: DEFINITIONS

<u>Section 1</u>. "Association" shall mean WILKINSON WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors, and assigns.

Section 2. "Bylaws" shall mean the bylaws of the association.

<u>Section 3</u>. **"Common Area"** shall mean all real property owned by the association for the common use and enjoyment of the owners. Currently, there is no common area.

<u>Section 4</u>. **"Declarant"** shall refer to Wilkinson Woods, Inc., its successors, and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

<u>Section 5</u>. **"Declaration of Covenants"** shall mean and refer to this Declaration of Covenants, conditions, and restrictions applicable to the subdivisions and supersedes the recorded documents on September 25, 1996, in the official records of Leon County, Florida, in Book 1945, at Page 1528, and all amendments, additions, and restatements to it.

<u>Section 6</u>. **"Easement"** shall mean the land described in the Declaration of Easement recorded in Official Records Book 1271, Page 2184 of the Public Records of Leon County, Florida.

<u>Section 7</u>. **"Lot"** shall mean a parcel of land contained in the property described in Exhibit "A". The property is divided into "lots" as shown on the recorded plat of WILKINSON WOODS dated June 17, 1987, and prepared by BOBBY A. PRESNELL & ASSOCIATED, INC., a reduced copy of which is attached as Exhibit "B."

<u>Section 8.</u> "**Member**" shall refer to those persons entitled to membership in the association as provided in the declaration.

<u>Section 9.</u> "Maintenance" shall mean exercising reasonable care to keep the roads, landscaping, drainage, and other related improvements in good repair and condition.

<u>Section 10</u>. **"Owner"** shall mean the record owner, whether one or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.

<u>Section 11</u>. **"Subdivision"** shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat attached as Exhibit "B."

Section 12. "Website" shall refer to https://wilkinsonwoods.org/

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

<u>Section 1.</u> **Membership:** Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. If the lot's owner is a corporation or partnership, a partner or corporate officer shall be designated to cast a vote on behalf of the partnership or corporation.

<u>Section 2.</u> Voting Rights: The Association shall have two (2) classes of voting members: "Class A"— Class A membership is open to all owners in good standing, including the Declarant, and each member is entitled to one (1) vote for each lot owned. "Class B"—Class B membership is open to all owners who are not in good standing and other members as the board may determine.

ARTICLE IV: ASSESSMENTS

<u>Section 1</u>. Liens and Personal Obligations of Assessments: Each owner of a lot, by acceptance of their deed for such lot, whether or not it is expressed in their deed, agrees to pay the assessments as provided in this Article.

Section2. Annual Assessments: Beginning 1 March 2023, dues will be \$100.00 per lot.

<u>Section 3.</u> **Special Assessment:** In addition to the annual assessments, the Association may have a special assessment in any year to defray, in whole or in part, the cost of maintenance or repair of the roads in the subdivision. A majority vote of the membership in the Association must approve any such assessment. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision subject to special assessments.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action against the property by law. No Owner may waive or otherwise escape liability for all costs and expenses incurred by the Association in collecting any unpaid assessment and interest, including all reasonable attorney's fees, court costs, filing fees, recording costs, and any other cost or expenses associated with bringing a legal action against the Owner or removing the liens after payment. A \$200.00 fee will be charged for the placement of an assessment lien.

<u>Section 5.</u> **Subordination of Assessment Lien:** The assessment liens provided herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien; however, the sale or transfer of any lot under a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments that became due before such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

<u>Section 6.</u> Willful Road Destruction: Anyone caught intentionally destroying the road, including spinning holes or making doughnuts, will be fined \$100.00 per violation. This assessment will be allocated for road grading with Leon County.

<u>Section 7.</u> Junk Cars: A \$100.00 fine will be assessed against anyone with junk cars or junk on their lot. This includes all types of trash. <u>Leon County, Florida - Code of Ordinances Chapter 14 - PROPERTY</u> <u>SAFETY AND MAINTENANCE</u> and <u>The 2023 Florida Statutes (including Special Session C) 0720-305(2)</u>

ARTICLE V: EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities, ingress, and egress. The easement is described in Official Records Book 1271, Page 2184 of the Public Records of Leon County, Florida. Each deed (from the Declarant) will grant the owner nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed of each lot. Within the easement described in the Public Records, no structure, plant, or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic. No obstructions shall be placed to hamper the flow of traffic.

ARTICLE VI: USE RESTRICTIONS

A Common Restrictions:

- 1 Each lot shall be used as a residence for a single family and no other purpose, except that Declarant may utilize a portion of the property to extend the roadway easement to provide access to the adjoining property if Declarant elects to do so. No lot shall be subdivided into smaller lots than two (2) acres.
- **2** No building or residence shall be located nearer than sixty (60) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.
- 3 All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, excluding porches and garages. All mobile homes shall contain at least six hundred (600) square feet, and all modular homes shall contain at least seven hundred (700) square feet of heated and cooled space, excluding porches and garages.
- 4 No hogs shall be kept on any of the lots within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell. [By definition, a domesticated pig, especially one over 120 pounds (54 kg), and reared for slaughter.]
- 5 No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed that would constitute an annoyance or nuisance to the other residents in the subdivision or the general public.
- **6** No commercial enterprise shall be allowed to operate within the subdivision except for cottage industries and the growing and selling of crops, including fruits and flowers.
- 7 Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. All inoperable motor vehicles must be removed from the subdivision within fourteen (14) days unless stored out of sight in a barn or shed.

B Mobile Home Restrictions:

1 No mobile home five (5) years or older, regardless of size, shall be placed within the subdivision until approved by the Declarant. If no action has been taken after thirty (30) days from the date a mobile home has been approved, then approval shall be presumed. Approval shall be based on compliance with these restrictions and the property's location. Approval shall not be arbitrarily withheld. (if the Declarant should die or sell all of the property they own within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the Homeowners Association shall appoint a committee as successor to the Declarant.)

2 No mobile home shall be placed on any lot unless it has been manufactured by a company engaged in mobile home manufacturing. This restriction intends to prohibit the location of any "homemade" mobile home on any lot.

ARTICLE VII: WAIVER

<u>Section 1.</u> The Declarant shall have the authority to waive the enforcement of any of the provisions of Article VI, so long as strict enforcement would result in unnecessary hardship.

ARTICLE VIII: ENFORCEMENT

The Declarant, the Board of Directors of Wilkinson Woods Homeowners Association, the owner of any lot subject to these restrictions, or the Association may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE IX: EFFECT

Every conveyance of any lot in this subdivision is expressly made subject to the provisions of this Declaration of Restrictive Covenants, whether or not the term of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this day of , 2024	IN WITNESS WHEREOF	, this instrument is executed this	day of	, 2024.
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WITNESSES:	
Signature:	
Printed Name:	

Signature:______ Printed Name:______ By: George C. Hall Jr. Its: President

ASSOCIATION, INC.

WILKINSON WOODS HOMEOWNERS

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me by <u>George C. Hall Jr., President</u> of Wilkinson Woods Homeowners Association, Inc., and is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Signature of Notary Public – State of Florida

Debbie A. Wanamaker

Name of Notary Typed, Printed, or Stamped

Personally Known ____or Produced Identification _____ Type of Identification Produced _____

IN WITNESS WHEREOF, this instrument is executed this	day	y of, 2024.
WITNESSES:	WILKI	
Signature:		DCIATION, INC.
Printed Name:	1.000	
	Bv.	
Signature	<i></i>	Dee Ann Jackson
Signature: Printed Name:	lts:	
	105.	Scoretary
STATE OF FLORIDA COUNTY OF LEON		
The foregoing instrument was acknowledged be		
Wilkinson Woods Homeowners Association, Inc., and is kn the foregoing instrument, and acknowledged to and be purposes therein expressed.		-
		Signature of Notary Public – State of Florida
		Debbie A. Wanamaker
		Name of Notary Typed, Printed, or Stamped
Personally Knownor Produced Identification Type of Identification Produced		
IN WITNESS WHEREOF, this instrument is executed this	day	y of, 2024.
WITNESSES:	WILKI	KINSON WOODS HOMEOWNERS
Signature:	ASSO	DCIATION, INC.
Printed Name:		
	Ву:	
Signature:		
Printed Name:	lts:	Director
STATE OF FLORIDA		
COUNTY OF LEON		
The foregoing instrument was acknowledged be Wilkinson Woods Homeowners Association, Inc., and is kn the foregoing instrument, and acknowledged to and be purposes therein expressed.	iown to	be the person described in and who executed
		Signature of Notary Public – State of Florida
		Debbie A. Wanamaker
		Name of Notary Typed, Printed, or Stamped
Personally Knownor Produced Identification Type of Identification Produced		

IN WITNESS WHEREOF, this instrument is executed this	day	/ of, 2024.
WITNESSES:		INSON WOODS HOMEOWNERS
Signature:	ASSOC	CIATION, INC.
Printed Name:	D	
Cignoture	ву:	
Signature: Printed Name:	lts:	Director
STATE OF FLORIDA		
COUNTY OF LEON		
The foregoing instrument was acknowledged be Wilkinson Woods Homeowners Association, Inc., and is kr the foregoing instrument, and acknowledged to and be purposes therein expressed.	iown to l	be the person described in and who executed
	-	Signature of Notary Public – State of Florida
		Debbie A. Wanamaker
	-	Name of Notary Typed, Printed, or Stamped
Personally Knownor Produced Identification Type of Identification Produced IN WITNESS WHEREOF, this instrument is executed this	day	y of , 2024.
WITNESSES:		
Signature: Printed Name:	ASSUC	CIATION, INC.
	Bv:	
Signature:	,	
Printed Name:	lts:	Director
STATE OF FLORIDA COUNTY OF LEON		
The foregoing instrument was acknowledged be Wilkinson Woods Homeowners Association, Inc., and is kr the foregoing instrument, and acknowledged to and be purposes therein expressed.	iown to l	be the person described in and who executed
	-	Signature of Notary Public – State of Florida
	-	<u>Debbie A. Wanamaker</u> Name of Notary Typed, Printed, or Stamped
Personally Knownor Produced Identification		

Type of Identification Produced ______

IN WITNESS WHEREOF, this instrument is executed this	day	of	, 2024.	
WITNESSES:	WILKIN	ISON WOODS	HOMEOWNERS	
Signature:	ASSOC	IATION, INC.		
Printed Name:				
	Ву:			
Signature:				
Printed Name:	Its:	Director		

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me by ______, <u>Director</u> of Wilkinson Woods Homeowners Association, Inc., and is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Signature of Notary Public – State of Florida

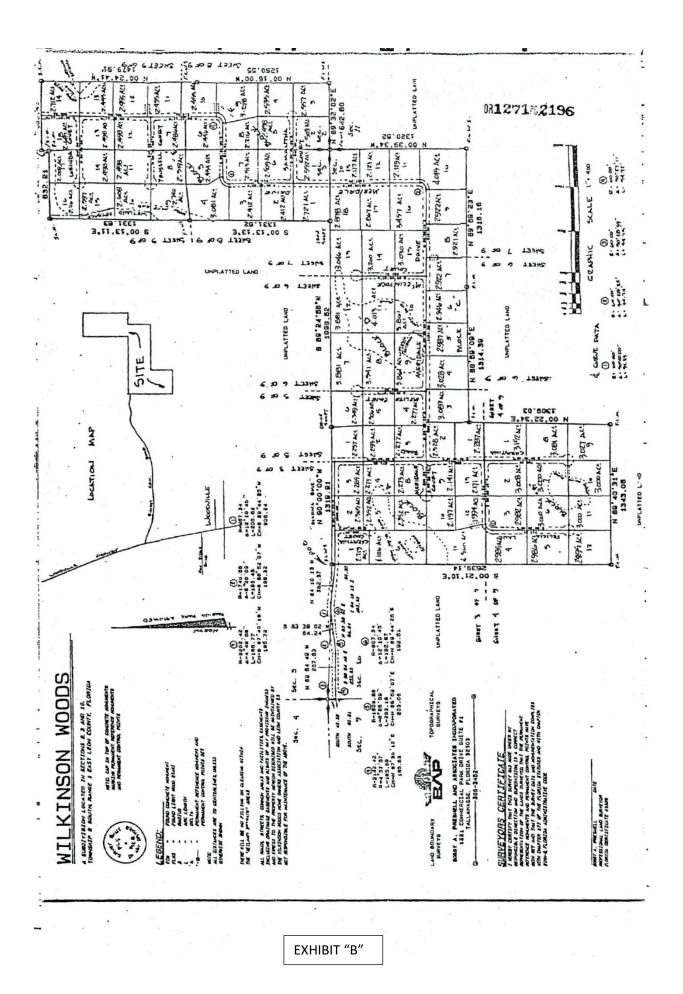
<u>Debbie A. Wanamaker</u> Name of Notary Typed, Printed, or Stamped

Personally Known _____or Produced Identification _____ Type of Identification Produced _____ BEGIN AT A LIGHT WOOD STAKE (FOUND) KNOWN AS MARKING THE LOCALLY ACCEPTED NORTHEAST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN THENCE NORTH B9 DEGREES 32 MINUTES 02 SECONDS EAST 642.80 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE WEST MALF OF THE WEST MALF OF SECTION 11 OF SAID TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST 1260.55 FEET TO A LIGHT WOOD STAKE (FOUND); THENCE NORTH 00 DEGREES 24 MINUTES 41 SECONDS WEST 1479.91 FEET TO A CONCRETE MONUMENT (SEI); THENCE SOUTH 89 DEGREES 11 MINUTES 23 SECONDS WEST 668.48 FEET TO A CONCRETE MONUMENT (SET); THENCE SOUTH 00 DEGREES 19 MINUTES 31 SECONDS EAST 68.46 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE SOUTHWEST GUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS WEST 532.21 FEET TO A CONCRETE MONUMENT (SET) MONUMENT (SET): THENCE SOUTH 00 DEGREES 19 MINUTES 13 SECONDS EAST 68.46 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE SOUTHWEST GUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS WEST 532.21 FEET TO A LIGHT WOOD STAKE (FOUND); THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 13 SECONDS EAST 1331.63 FEET TO AN IRON SHAFT (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST GUARTER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 24 MINUTES 58 SECONDS WEST 1999.52 FEET TO A DRIVE SHAFT (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE NORTHWEST GUARTER OF THE AFORESAID SECTION 10; THENCE WEST 1319.91 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE NORTHWEST GUARTER OF SAID SECTION 10; THENCE WEST 1343.06 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST GUARTER OF SAID SECTION 10; THENCE SOUTH ON DEGREES 21 MINUTES 10 SECONDS EAST 2599.14 FEET TO A

- (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST GUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 59 MINUTES 09 SECONDS EAST 1314.39 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE NORTHEAST GUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS EAST 1316.15 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST GUARTER OF SAID SECTION 10; THENCE NORTH 00 DEGREES 39 MINUTES 34 SECONDS WEST 1320.52 FEET TO THE POINT OF BEGINNING. CONTAINING 242.438 ACRES MORE OR LESS.
- TOGETHER WITH A 60.00 FOOT RIGHT-OF-WAY FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES KNOWN AS RHODES CEMETARY ROAD AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS: BEGIN AT A LIGHT WOOD STAKE (FOUND) KNOWN AS MARKING THE LOCALLY ACCEPTED NORTHEAST CORNER OF THE NORTHWEST GUARTER OF THE NORTHWEST GUARTER OF SECTION 10, TOWNSHIP-2-SOUTH, RANGE-1-EAST LEON COUNTY, FLORIDA AND RUN THENCE NORTH 84 DEGREES 10 MINUTES 13 SECONDS WEST 379.12 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WITH A RADIUS OF 967.34 FEET THADUGH A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 205.62 FEET, (THE CORD OF SAID ARC BEING SOUTH 69 DEGREES 44 MINUTES 25 SECONDS WEST 205.24 FEET); THENCE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS WEST 84.24 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE WITH A RADIUS OF 1748.68 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 26 MINUTES 09 SECONDS WEST 257.63 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAUTH 49 SECONDS FOR AN ARC DISTANCE OF 186.42 FEET, (THE CHORD OF SAID ARC BEING SOUTH 49 SECONDS FOR AN ARC DISTANCE OF 185.74 FEET) TO HENCE NORTH B9 DEGREES 54 MINUTES 55 SECONDS STOR AN ARC DISTANCE OF 185.74 FEET) TO A POINT LYING 43.39 FEET SOUTH 67 DEGREES 38 MINUTES 14 SECONDS WEST 196.32 FEET) TO A POINT LYING 43.39 FEET SOUTH 67 A ST. JOE PAPPER CO. CONCRETE MONUMENT MARKING THE LOCALLY ACCEPTED NORTHREST CORNER OF AFORESAID SECTION 10; THENCE SOUTH 60.21 FEET TO A POINT LYING 43.39 FEET SOUTH 67 A ST. JOE PAPPER CO. CONCRETE MONUMENT MARKING THE LOCALLY ACCEPTED NORTHREST 185.67 FEET); THENCE SOUTH 80 DEGREES 54 MINUTES 56 SECONDS FOR AN ARC DISTANCE OF 185.69 FEET, (THE CONCRET HEOLONG AND MONTH MARKING THE ADDIST OF 142.42 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 57 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 185.69 FEET, (THE CHORD OF SAID ARC BEING NORTH 87 DEGREES 36 MINUTES 12 SECONDS EAST 185.63 FEET; THENCE SOUTH 80 DEGREES 54 MINUTES 49 SECONDS EAST 257.63 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WIT

EXHIBIT "A"

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