20240051530 THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY FL BK: 5990 PG:1890, Page 1 of 9 09/23/2024 at 12:51 PM,

RESTATEMENT OF AMENDED AND RESTATED GWEN MARSHALL, CLERK OF COURTS 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.

Section 7. "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.

Section 7. 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. Leon County, Florida - Code of Ordinances Chapter 14 - PROPERTY SAFETY AND MAINTENANCE and The 2023 Florida Statutes (including Special Session C) 0720-305(2)

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 20	day of 501 y 2024.	
Signature: And Chal- Signature: And CHALUS Signature: And Chalis Signature: And Chalis Printed Name: Duay Duprey	WILKINSON WOODS HOMEOWIERS ASSOCIATION, IVC. By: George C. Hall Jr. Its: President	
STATE OF FLORIDA COUNTY OF LEON		
The foregoing instrument was acknowledged before me by George C. Hall Jr., President 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. DEBBIE A. WANAMAKER Notary Public State of Florida Commit HH534044 Expires 6/2/2028 Debbie A. Wanamaker Name of Notary Typed, Printed, or Stamped		
Personally Known X or Produced Identification		

Type of Identification Produced

IN WITNESS WHEREOF, this instrument is executed this day	of Suptember, 2024.
	NSON WOODS HOMEOWNERS
Signature: Jay Suckson Its:	Dee Ann Jackson Secretary
STATE OF FLORIDA COUNTY OF LEON	
The foregoing instrument was acknowledged before me Wilkinson Woods Homeowners Association, Inc., and is known to be the foregoing instrument, and acknowledged to and before me purposes therein expressive A. WANAMAKER Notary Public State of Florida	be the person described in and who executed
Personally Known or Produced Identification	Debbie A. Wanamaker Name of Notary Typed, Printed, or Stamped
Type of Identification Produced Fig. IN WITNESS WHEREOF, this instrument is executed this 29 day	
	NSON WOODS HOMEOWNERS
Printed Name July Dwip REY By:	CIATION, INC.
Printed Name: VIVIAN A CHALLS Its:	Director
STATE OF FLORIDA COUNTY OF LEON	
The foregoing instrument was acknowledged before me Wilkinson Woods Homeowners Association, Inc., and is known to the foregoing instrument, and acknowledged to and before	be the person described in and who executed
purposes therein expressed WANAMAKER Notary Public	Signature of Notary Public - State of Florida
State of Florida Commit HH534044 Expires 6/2/2028	Debbie A. Wanamaker Name of Notary Typed, Printed, or Stamped
Personally Knownor Produced Identification	

IN WITNESS WHEREOF, this instrument is executed this 2 g day of 5 day, 2024.
WITNESSES: Signature: Judy Dughtery Signatu
STATE OF FLORIDA COUNTY OF LEON
The foregoing instrument was acknowledged before me by Crare Director 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 the that he executed said instrument for the purposes therein expressed. DEBBIE A. WANAMAKER Notary Public State of Florida Commit HH534044 Expires 6/2/2028 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 Zaday of Socy 2024.
WITNESSES Signature: Printed Name: WILKINSON WOODS HOMEOWNERS ASSOCIATION, INC. By: Toddic Challes Tood Charles Its: Director
STATE OF FLORIDA COUNTY OF LEON
The foregoing instrument was acknowledged before me by

Personally Known ____or Produced Identification ______Y

Type of Identification Produced ______TD_____

IN WITNESS WHEREOF, this instrument is executed this	day of, 2024.
Signature: Judy Duprey Signature: Judy Duprey	WILKINSON WOODS HOMEOWNERS ASSOCIATION, INC. By: Mike Buckley Director
STATE OF FLORIDA COUNTY OF LEON	
The foregoing instrument was acknowledged before Wilkinson Woods Homeowners Association, Inc., and is known the foregoing instrument, and acknowledged to and before purposes therein expressed. DEBBIE A. WANAMAKER Notary Public State of Florida Commit HH534044 Expires 6/2/2028	
Personally Knownor Produced Identification	

Type of Identification Produced FDL

BEGIN AT A LIGHT MOOD 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 89 DEGREES 32 MINUTES O2 SECONDS EAST 642.80 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF 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 (SET); 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 SAST 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 632.21 FEET TO A CONCRETE MONUMENT (SET) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE SOUTH 89 DEGREES 13 MINUTES 11 SECONDS EAST 1331.63 FEET TO A LIGHT WOOD STAKE (FOUND); THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST 1331.63 FEET TO AN INTERSECT OF THE SOUTH SOUTH OF DEGREES 13 MINUTES 11 SECONDS EAST 1331.63 FEET TO AN INTERSECT OF THE EAST HALF OF THE SOUTH SOU

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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:

BESIN AT A LIGHT WOOD STAKE (FOUND) KNOWN AS MARKING THE LOCALLY ACCEPTED NORTHEAST CORNER OF THE NORTHMEST QUARTER OF THE NORTHMEST GUARTER OF THE NORTHMEST GUARTER OF THE NORTHMEST 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 THROUGH 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 89 DEGREES 30 MINUTES 02 SECONDS WEST 84.24 FEET 10 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 03 SECONDS FOR AN ARC DISTANCE OF 196.42 FEET, (THE CHORD OF SAID ARC BEING SOUTH 86 DEGREES 52 MINUTES 07 SECONDS WEST 105.32 FEET); THENCE NORTH 89 DEGREES 54 MINUTES 08 SECONDS WEST 257.63 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WITH A RADIUS OF 2172.42 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 53 MINUTES 18 SECONDS WEST 257.63 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID SECONDS FOR AN ARC DISTANCE OF 185.74 FEET, (THE CHORD OF SAID ARC BEING SOUTH 87 DEGREES 38 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 185.74 FEET, (THE CHORD OF SAID ARC BEING SOUTH 87 DEGREES 38 MINUTES 14 SECONDS WEST 185.87 FEET) TO A POINT LYTHS 43.39 FEET SOUTH 07 A ST. JUDE PAPPER CO. CONCRETE MONUMENT MARKING THE LOCALLY ACCEPTED NORTHHWEST CORNER OF AFORESAID SECTION 10; THENCE SOUTH 60.21 FEET TO A POINT ON THE SOTHERLY RIGHT-OF-WAY BOUNDARY OF THE HEREIN DESCRIBED ROADWAY SAID POINT LYTING ON A CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE WITH A RADIUS OF 2142.42 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 57 MINUTES 85 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 89 DEGREES 39 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 195.69 FEET, (THE CHORD OF SAID ARC BEING NORTH 80 DEGREES

EXHIBIT "A"



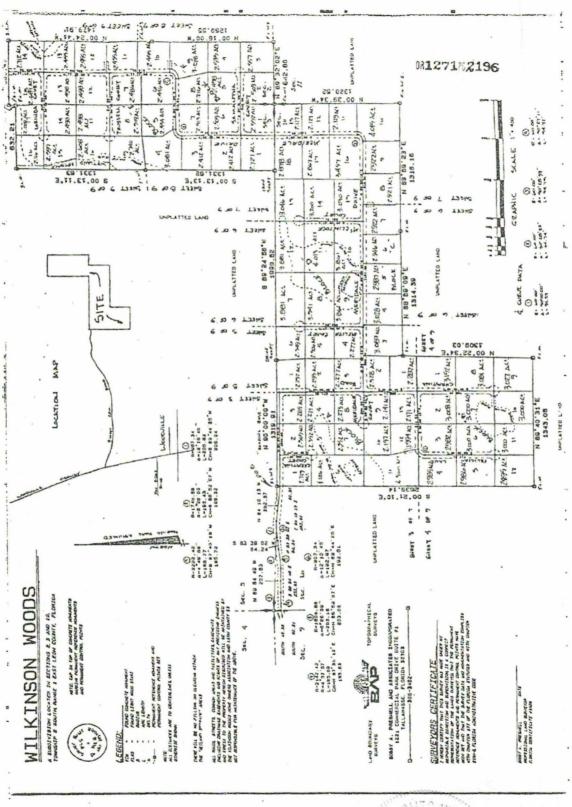


EXHIBIT "B"

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