

833158

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.

JUL 16 3 35 PM '87

HALL F. HARRISFIELD
CLERK OF CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
1300 Thomaswood Drive
Tallahassee, FL 32312
(904) 385-0070

DECLARATION OF

DR1271PC2188

RESTRICTIVE COVENANTS OF
WILKINSON WOODS, A RECORDED SUBDIVISION

DANIEL W. MILLER, BUBBA SEAY and JIMMY BOYNTON REALTY, INC., a Florida corporation, are the owners of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owners impose 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 I - DEFINITIONS

1. "Declarant", as used herein, shall mean DANIEL W. MILLER, BUBBA SEAY and JIMMY BOYNTON REALTY, INC., the owners of the property described in Exhibit "A".
2. "Association" shall mean WILKINSON WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "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.
4. "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 & ASSOCIATES, INC., a reduced copy of which is attached as Exhibit "B".
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in good repair and condition.
6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat attached as Exhibit "B".

8. "Owner" shall mean the record owner, whether one (1) 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.

ARTICLE II - MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION

1. 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. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

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

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The annual assessment for the year 1987, shall be Fifteen Dollars and No Cents (\$15.00) for each acre of land or part thereon owned within the subdivision. To determine the exact annual assessment, the number of acres owned by a member of the Association, or a group of members of the Association, will be multiplied by the then applicable assessment. For example, a lot consisting of two point five (2.5) acres of land will be assessed at Thirty-Seven Dollars and Fifty Cents (\$37.50) (2.5 acres X \$15.00 = \$37.50) for the year 1987. For the year 1988, and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. Declarant shall not be subject to annual assessments or to special assessments as provided for below until such time as its Class B voting rights are converted to Class A voting rights as provided for in Article II above.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. 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.

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 at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise

escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for 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 pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and 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 to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. 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.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

A. Common Restrictions:

1. Each lot shall be used as a residence for a single family and for no other purpose, except that Declarant may utilize a portion of the property to extend the roadway easement to provide access to adjoining property if Declarant elects to do so. No lot shall be subdivided into smaller lots than two (2) acres, except for lots owned by Declarant.

2. No mobile home that is 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 in which the approval of a mobile home has been made, then approval shall be presumed. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Declarant should die or sell all of the property he owns 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.

3. 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.

4. All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of 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, exclusive of porches and garages.

5. 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.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

7. No commercial enterprise shall be allowed to operate within the subdivision, except for the growing and selling of crops, including fruits and flowers.

8. 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:

9. No mobile homes shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any lot.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, he shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Declarant has sold all of the property owned by him within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Declarant, DANIEL W. MILLER, BUBBA SEAY and JIMMY BOYNTON REALTY, INC.; 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 VIII - EFFECT

Each and 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 terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this

16th day of June, 1987.

WITNESSES:

Barbara P. Boynton
Barbara P. Boynton

Daniel W. Miller
DANIEL W. MILLER

OR127162194

WITNESSES:

Noris Jean Larkham
Barbara Boynton

Bubba Seay
BUBBA SEAY

JIMMY BOYNTON REALTY, INC.

Noris Jean Larkham
Barbara Boynton

By: James M. Boynton
JAMES M. BOYNTON,
Its President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by DANIEL W. MILLER on this 16th day of June, 1987.

Noris Jean Larkham
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by BUBBA SEAY on this 16th day of June, 1987.

Noris Jean Larkham
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by JAMES M. BOYNTON as President of JIMMY BOYNTON REALTY, INC. on this 16th day of June, 1987.

Noris Jean Larkham
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

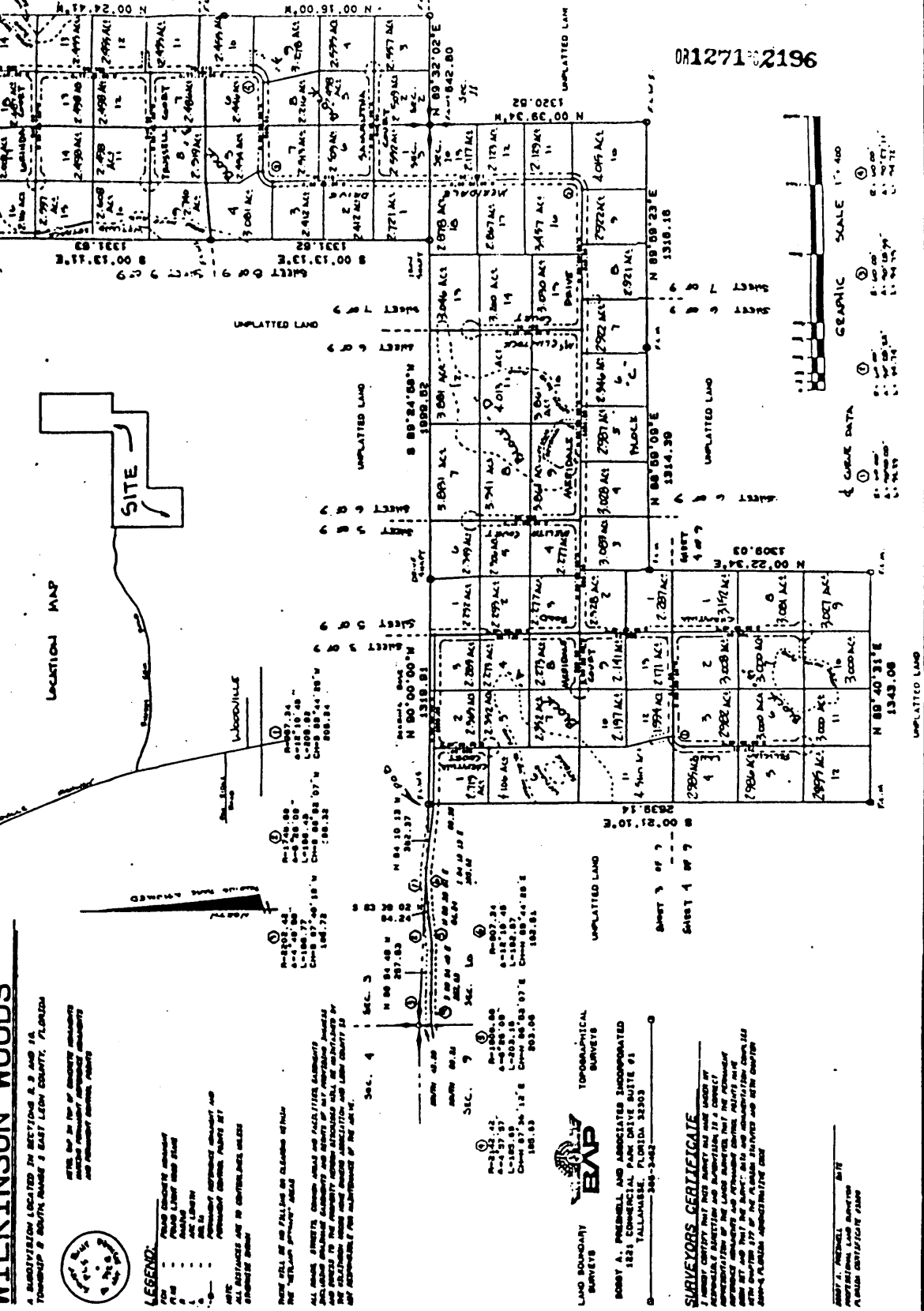
DR1271-02195

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 89 DEGREES 32 MINUTES 02 SECONDS EAST 842.80 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 11 OF SAID TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 00 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 688.48 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 QUARTER 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 EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST; THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST 1331.63 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 QUARTER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 00 MINUTES 58 SECONDS WEST 1999.52 FEET TO A DRIVE SHAFT (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 10; THENCE WEST 1319.91 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 21 MINUTES 10 SECONDS EAST 2639.14 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 1343.06 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 00 DEGREES 22 MINUTES 34 SECONDS EAST 1309.03 FEET TO A CONCRETE MONUMENT (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER 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 QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS EAST 1316.16 FEET TO A LIGHT WOOD STAKE (FOUND) MARKING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER 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 PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A LIGHT WOOD STAKE (FOUND) KNOWN AS MARKING THE LOCALLY ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP-2-SOUTH, RANGE-1-EAST LEON COUNTY, FLORIDA AND RUN THENCE NORTH 84 DEGREES 10 MINUTES 00 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 CHORD OF SAID ARC BEING SOUTH 89 DEGREES 44 MINUTES 25 SECONDS WEST 205.24 FEET); THENCE SOUTH 83 DEGREES 39 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 00 SECONDS FOR AN ARC DISTANCE OF 196.42 FEET, (THE CHORD OF SAID ARC BEING SOUTH 89 DEGREES 52 MINUTES 07 SECONDS WEST 196.32 FEET); THENCE NORTH 89 DEGREES 54 MINUTES 00 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 55 SECONDS FOR AN ARC DISTANCE OF 185.74 FEET, (THE CHORD OF SAID ARC BEING SOUTH 87 DEGREES 14 MINUTES 14 SECONDS WEST 185.67 FEET) TO A POINT LYING 43.39 FEET SOUTH OF A ST. JOSEPH PAPPER CO. CONCRETE MONUMENT MARKING THE LOCALLY ACCEPTED NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTH 80.21 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF THE HEREIN DESCRIBED ROADWAY SAID POINT LYING 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 58 SECONDS FOR AN ARC DISTANCE OF 185.89 FEET, (THE CHORD OF SAID ARC BEING NORTH 87 DEGREES 36 MINUTES 12 SECONDS EAST 185.63 FEET); THENCE SOUTH 89 DEGREES 54 MINUTES 49 SECONDS EAST 257.63 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WITH A RADIUS OF 1808.68 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 26 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 203.16 FEET, (THE CHORD OF SAID ARC BEING NORTH 88 DEGREES 52 MINUTES 07 SECONDS EAST 203.06 FEET); THENCE NORTH 83 DEGREES 39 MINUTES 02 SECONDS EAST 84.24 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE WITH A RADIUS OF 907.34 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 192.87 FEET, (THE CHORD OF SAID ARC BEING NORTH 89 DEGREES 44 MINUTES 25 SECONDS EAST 192.51 FEET); THENCE SOUTH 84 DEGREES 10 MINUTES 13 SECONDS EAST 385.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST 60.35 FEET TO THE POINT OF BEGINNING, CONTAINING 1.803 ACRES MORE OR LESS.

01271-2196



WELLSINGTON WOODS
 A SUBDIVISION LOCATED IN SECTIONS 2, 3 AND 14,
 TOWNSHIP 9 SOUTH RANGE 3 EAST LEON COUNTY, FLORIDA

NOTE: MAP IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE SURVEYOR'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

LEGEND:
 --- PLAT BOUNDARY
 --- PLAT CORNER
 --- PLAT AREA
 --- PLAT DISTANCE
 --- PLAT BEARING
 --- PLAT AREA
 --- PLAT DISTANCE
 --- PLAT BEARING

SECTION 4
 N 89°40'31" E 1343.00'
 S 89°40'31" W 1343.00'
 W 89°40'31" W 1343.00'
 E 89°40'31" E 1343.00'

SECTION 9
 N 89°40'31" E 1343.00'
 S 89°40'31" W 1343.00'
 W 89°40'31" W 1343.00'
 E 89°40'31" E 1343.00'

TOPOGRAFICAL SURVEYS
BAP
 BOBBY A. PREWELL AND ASSOCIATES INCORPORATED
 1821 COMMERCIAL PARK DRIVE SUITE 91
 TALLAHASSEE, FLORIDA 32303
 (850) 384-3442

SURVEYORS CERTIFICATE
 I, BOBBY A. PREWELL, SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY AND PLAT HEREON SHOWN WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA. I HAVE REVIEWED THE SURVEY RECORDS AND THE PLAT AND FIND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.

BOBBY A. PREWELL
 SURVEYOR
 FLORIDA CERTIFICATE #2489

