

Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Anderson, Givens & Fredericks, P.A.  
P.O. Box 12316  
Tallahassee, FL 32317

**PROPOSED AMENDED AND RESTATED**

**DECLARATION RESTRICTIVE COVENANTS  
OF  
WILDWOOD COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.  
A RECORDED SUBDIVISION IN WAKULLA COUNTY, FLORIDA**

*[Substantial Rewording of the Amended Declaration of Restrictive Covenants. See Current Declaration of Restrictive Covenants for present text.]*

This Declaration of Covenants, Conditions and Restrictions shall govern WILDWOOD COUNTRY CLUB (herein, “the Subdivision”).

**ARTICLE 1  
DEFINITIONS**

For all purposes, the terms used in this Declaration of Covenants, Conditions, and Restrictions (herein, “Declaration”), the Articles of Incorporation of the Association and Association Bylaws (herein, “the Governing Documents”), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms, when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (1) “Act” or “Homeowners’ Association Act”** means Chapter 720, Florida Statutes.
- (2) “Architectural Review Committee” or “ARC”** shall refer to the committee established by the Board of Directors of the Association described in Article 8 of this Declaration.
- (3) “Articles of Incorporation” or “Articles”** means the Articles of Incorporation for Wildwood Country Club Property Owners Association, Inc., a Florida not-for-profit corporation

in the form attached hereto as **Exhibit “B”** and incorporated herein by reference, as amended from time to time.

(4) **“Assessment”** means a charge against a Lot and its owner as defined in Article 5 of this Declaration and Section 720.301(1), Florida Statutes.

(5) **“Association”** shall mean and refer to Wildwood Country Club Property Owners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein.

(6) **“Board”** shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

(7) **“Bylaws”** shall mean and refer to the Bylaws of Wildwood Country Club Property Owners Association, Inc., as amended from time to time.

(8) **“Common Area” or “Common Property”** shall mean any land or facilities which the Association owns or maintains and any easements for drainage and storm water retention reserved to the Association.

(9) **“Common Expenses”** means all expenses properly incurred by the Association in the performance of its powers and duties.

(10) **“Declaration”** shall mean and refer to this Amended and Restated Declaration of Restrictive Covenants, as it may be amended or supplemented from time to time.

(11) **“Easement”** shall mean the easements shown on the plat of the property recorded in Plat Book 3, Page 35 of the Public Records of Wakulla County, Florida, by Warranty Deed recorded in Official Records Book 325, Page 38, and as provided herein.

(12) **“Home”** means a residence constructed on a Lot.

(13) **“Improvement”** shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights, and utility pole lines, and any other structure of any type or kind. Improvements to be placed on any Lot require the approval of the Architectural Review Committee.

(14) **“Living Area”** shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios, or storage areas.

(15) **“Lot” or “Lots”** shall mean the parcels of land shown on the recorded Plat of The Wildwood Country Club, which is attached hereto as **Exhibit “A”** and incorporated herein.

(16) **“Maintenance”** shall mean the exercise of reasonable care to keep the landscaping, stormwater detention facilities, and other related improvements in good functioning condition.

(17) **“Member”** shall mean and refer to all those persons or entities who hold record title to a Lot.

(18) **“Notice”** shall mean delivery of any document by hand-delivery or by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association.

(19) **“Owner” or “Homeowner”** shall mean the record title holder of a Lot.

(20) **“Plat”** shall mean and refer to any final plat of Wildwood Country Club, recorded in the Public Records of Wakulla County, Florida.

(21) **“Rules”** means the rules governing the use and occupancy of the Common Property and Lots adopted by the Association Board of Directors as provided herein, in the Articles of Incorporation and Association Bylaws.

## **ARTICLE 2 GENERAL CONDITIONS**

**2.1 The Association.** The operation of the Subdivision in accordance with this Declaration and other authority shall be by Wildwood Country Club Property Owners Association, Inc. (herein, “the Association”). The Association shall own title to common property in the Subdivision not dedicated and accepted by the public.

**2.2 Purposes of Association.** The purposes of the Association include, without limitation, those contained within this Declaration, the Articles of Incorporation, Bylaws, and Chapter 720, Florida Statutes.

**2.3 Membership and Voting.** Every person or entity that is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Each member not suspended pursuant to state law shall be entitled to one (1) vote for each Lot owned. The Bylaws shall provide the method of voting.

**2.4 Duration.** This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

**2.5 Government Regulation.** To the extent any law, ordinance, or regulation of the State of Florida and Wakulla County shall exceed the requirements hereof, that law, ordinance, or regulation shall prevail.

**2.6 Severability.** The covenants, conditions, and restrictions contained herein are severable, and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

### **ARTICLE 3 PROPERTY**

**3.1 Existing Property.** The existing real property, which is subject to this Declaration, is described in **Exhibit "A"**.

**3.2 Association's Responsibility:** Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Property shall be a Common Expense.

**3.3 Delegation of Use.** Any Owner may delegate his or her right of enjoyment in the Common Property to members of his or her family, tenants, or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and Rules of the Association.

**3.3 No Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of the Lot.

### **ARTICLE 4 EASEMENTS**

**4.1 Owners' Easements of Enjoyment to the Subdivision Property.** Every Owner and his respective licensees, guests, invitees, agents, servants, and employees shall have a non-exclusive easement of enjoyment in and to the Common Areas, subject to the following:

(a) The right of the Association to suspend the voting rights and right to use of Common Property as provided by law.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by a majority of members voting, in person or by proxy, agreeing to such dedication or transfer has been recorded.

**4.2 Easements for Utilities:** There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and

electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, more security system which the Declarant or Association might decide to have installed to serve the Community.

**4.3 Easements as Appurtenances.** All easements described above or on the plat shall be private easements created solely for the benefit of the Association and Owners, their successors and assigns and all said easements and other rights created herein for an Owner shall be appurtenant to the Lot of that Owner and all conveyances of title to the Lot shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appear in any such instruments.

## **ARTICLE 5 ASSESSMENTS**

**5.1 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance) including without limitation any purchaser at a judicial sale, shall hereinafter be deemed to covenant and agree to all the terms and provisions of this Declaration and to promptly pay to the Association all initiation fees, impact fees, architectural fees, regular annual assessments, special Assessments, and all fines, fees or other charges levied by the Association, as provided herein (for the purposes of this article collectively referred to as “assessments”). No owner may waive or otherwise avoid liability for the assessments provided herein by any means, including but not limited to non-use of the Common area or by abandonment. Upon conveyance of a Lot, the new and former Owners of the Lot shall personally be jointly and severally liable for all unpaid fines resulting in a lien, initiation fees, impact fees, architectural fees, assessments, together with interest, late charges, costs, and attorney’s fees. Any party taking title to a lot where such lien has been recorded by the Association takes title subject to such lien and the foreclosure of the same if all amounts are not paid to the Association. The execution and recording of such notice shall not, however, be required in order for the continuing lien for assessments and related interest, late charges, costs, and attorney’s fees to be valid, as such lien relates back to the original recording of this Declaration.

**5.2 Purpose of Assessments.** Except as otherwise provided herein with regard to the regular annual assessments, special assessments, fines, fees and other charges levied by the Board shall be used for the purposes of promoting the recreation, health, safety and welfare of the Members and residents of the subdivision and in particular for the improvement and maintenance of the Common Area, the Homes and Lots as elsewhere set forth in greater detail herein, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, security services, Common Area maintenance, repair, restoration, repair or construction, drainage or compliance with any governmental requirements which may be imposed on the Subdivision, labor, equipment, materials, management, operations, maintenance and supervision thereof, protecting and preserving property values, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida and a homeowners association under Chapter 720, Florida Statutes, and any expenses that the Board shall reasonably incur on behalf of the Association.

**5.3 Annual Assessments.** The amount and time of payment of regular annual assessments shall be determined by the Board after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Assessments may include amounts established for reasonable reserves.

**5.4 Special Assessments.** In addition to regular annual assessments, the Board may levy special assessments against all Lots to defray, in whole or in part, any capital improvement or unbudgeted expense, provided that any special assessment exceeding \$20,000.00 shall first be approved by a majority of those members voting, in person or by proxy, at a meeting duly noticed for this purpose.

**5.5 Initiation Fee.** An initiation fee of \$1000.00 shall be paid at the time of each resale of a Lot. If not paid at closing, this fee shall be collected from the new Owner in the same manner as an assessment.

**5.6 Architectural Fee.** An architectural fee of \$200.00 shall apply to the submission of an architectural application for any proposed improvement after the issuance of a certificate of occupancy. An architectural fee of \$1000.00 shall apply to the submission of an architectural application for any new Home construction.

**5.6 Uniform Assessments.** Regular annual assessments and special assessments shall be uniform, with each Lot bearing an equal share, except that regular annual assessments for Lots on Jane Drive shall be 50% of those on Country Club Drive.

**5.7 Budget.** The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. Failure to fix the amount of the regular annual assessment within the time period set forth above will not preclude the Board from fixing the regular annual assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the regular annual assessment for the immediately preceding year shall continue for the current year.

**5.8 Notice.** Upon the adoption of a new budget, amended budget, and/or special assessment, each Owner shall be provided notice of same, by mail, email, or personal delivery.

**5.9 Non-payment of Assessment and Remedies of Association.** If any assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with such interest at the highest rate by law, late charge, costs and attorney's fees of collection, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his or her heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within ten (10) days of the due date, then a late charge equal to the greater of five percent (5%) or twenty-five dollars (\$25) of the amount due shall be levied, and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. Any

partial payment shall be applied first to interest, late charges, costs, and attorney's fees, and then to the assessments first due. In any action at law or for foreclosure of a lien, the Association shall be entitled to recovery of attorneys' fees and costs. An action to recover a money judgment for the unpaid assessments may be filed without waiving a claim of lien.

## **ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION**

**6.1 General Duties and Powers of the Association.** In furtherance of its purposes and to the duties and powers, the Association shall have the powers enumerated in Chapters 617 and 720, Florida Statutes, herein and in the Articles and Bylaws, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors

**6.2 Implied Powers.** The Association shall have all power and authority reasonably necessary for it to carry out each and every one of its obligations set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

## **ARTICLE 7 INSURANCE**

**7.1 Insurance by Association.** The Association shall obtain and continue in effect as a Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the Common Property, if determined desirable and feasible by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Directors and Officers liability insurance.

(d) Insurance or a fidelity bond for all persons who control or disburse funds of the Association, which insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Article 7.1(d), the term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the association. As provided by law, the requirements of this Article 7.1(d) may be waived annually by a majority of the voting interests present at a properly called meeting of the Association.

(e) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

**7.2 Destruction of Insured Property.** Immediately after damage or destruction by fire or other casualty to all or any part of the Subdivision covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

## **ARTICLE 8 ARCHITECTURAL REVIEW**

**8.1 Architectural Review Committee.** For the purpose of carrying out the Architectural Review process, the Board shall establish an Architectural Review Committee ("the ARC"), which shall have jurisdiction to review all construction and installation of improvements on any portion of the Subdivision. Final approval or denial of all construction and installation of improvements subject to this Article 8 shall be reserved to the ARC, except as provided in Article 8.4(f). The ARC shall consist of not less than three (3) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board so determines, it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairman, and other similar provisions for the composition of the ARC, consistent with Article 8, shall be as provided from time to time by the Board.

**8.2 Architectural Standards.** The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the architectural, structural, aesthetic, and environmental concepts provided in this Declaration. However, they may be greater or more stringent than the standards prescribed in applicable building, zoning, planning, or other local governmental codes. All standards shall be adopted and applied on a uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques, and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions, and guidelines contained in this Declaration.

**8.3 Architectural Review Required.** Architectural review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct any improvements thereto.

(b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.



(c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Whenever an Owner proposes any change or addition to the landscaping of a Lot. For this Article 8, the term “landscaping” shall mean the removal of any tree, grading, change in elevation or clearing.

(f) For the purposes of this Section, any structure, including but not limited to buildings, fences, roofs, patio covers, driveways, sidewalks, walls, pools, screen cages, enclosures, mail boxes, solar and other energy savings devices, antennas, water and sewer lines, irrigation systems, signs, statues, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.

(g) For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements.

**8.4 Procedure.** There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials and other specifications for any activity for which review is required. A written application shall be adopted by the Board, which details all information required from the Owner, including the identity of the individual or company intended to perform the work and the projected commencement and completion date. Except for an Owner serving as his own contractor, any contractor or service provider performing construction work on a Lot in a subdivision shall be properly licensed in the State of Florida and/or local governments, and must provide proof of workers’ compensation and general liability, which such policies shall be maintained for the duration of the scope work. The Association shall be named additionally insured on such policies and the policy shall be delivered to the Association from the contractor’s insurance carrier.

(a) The ARC may request additional and supplementary information. The ARC shall, within thirty (30) days after receipt of a complete application: 1) approve or disapprove, 2) approve in part and disapprove in part, or 3) approve with conditions. The ARC shall specify its reasons for disapproval or any conditions and shall annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval as provided in this Article 8.

(b) The proposed improvements will be approved if: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or adopted architectural

standard or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; and (4) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house).

(c) The ARC may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports, or sworn progress reports.

(d) If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 8 to the same extent as if erected without prior approval of the ARC. The Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.

(e) The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion, and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.

(f) The Board of Directors shall have the authority to overturn a decision of the ARC, provided that the ARC decision to be overturned violates a term of this Declaration or any adopted standard and that action to overturn the ARC decision occurs not more than ten (10) business days after the ARC's decision.

## **ARTICLE 9 USE RESTRICTIONS**

In order to provide for congenial occupancy of Lots and Homes within the subdivision and to better protect the values of the Homes, the use of Lots, Homes, and Common Areas shall be restricted by and in accordance with the following provisions as long as the subdivision exists:

**9.1 Persons Bound.** All provisions of this Declaration, the Bylaws of the Association, and Board adopted Rules and Regulations which govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Lot to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.

**9.2 Residential and Business Uses.** The Lots and the Common Areas shall be used for single family residential purposes only. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the subdivision; (3) the business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.

**9.3 Subdivision or Combination of Lots.** No Lot within the subdivision shall be further subdivided or combined, in whole or in part, with another Lot.

**9.4 Prohibited Structures.** No structure of any kind that is commonly known as “factory built”, “modular”, or “mobile home” construction shall be placed or permitted to remain on any Lot.

**9.5 Setbacks.** Except as further provided herein, no improvement shall be erected within (50) feet of the front property line, thirty (30) feet of the rear property line, or within ten (10) feet of each side property line. Pools may be constructed not closer than thirty (30) feet of the rear property line. The front setback shall not apply to driveways, and unless the shape of a lot requires a smaller setback as determined by the ARC, no driveway shall be closer than five (5) feet to the side property line.

**9.6 Homes.** Only one (1) Home construction shall be allowed on a Lot. No Home shall be constructed that contains less than sixteen hundred (1600) square feet of living area with a total of 2,200 sq. ft. under roof on Golf Course Lots 10-16, Block C, of Wildwood Acres, Unit II, or eighteen hundred (1800) sq. ft. of living area with a total of 2,400 sq. ft. under roof on Lots 1- 36, in Wildwood Country Club. No Home is to exceed three stories. Each Home shall, at a minimum, have a functional two-car garage, which in no instance shall face the roadway. No other structure constructed on a Lot shall be used as living quarters or for overnight occupancy of any duration unless during a state or federal declared emergency.

**9.7 Driveways, Foundations, and Chimneys.** All Homes shall have a clearly defined driveway, and all driveways shall be constructed of concrete. Homes, including site improvements, are required to have a masonry foundation unless an elevation requires a Home to be on pilings; the pilings must be concrete and a design approved by the ARC. Chimneys are to be consistent with the exterior design of brick, stone, stucco, drivit, or Hardie Board siding or equivalent. The ARC must approve all variances in writing before construction begins.

**9.8 Exteriors and Roofs.** All exteriors of Homes, sheds, and other buildings shall be of brick, stone, stucco, drivet, or Hardie Board siding or equivalent, with the exception of exterior

trim/gable walls, which will be approved by the ARC, and exterior colors and roofing must be approved by the ARC. Metal roofs are prohibited, except that Metal Roof Systems, also known as concealed fastener or standing seam roofs, may be approved by the ARC if they complement the color and design of the other roofs in the neighborhood. No exposed fastener roof systems, commonly known as pole building roofs, will be allowed.

**9.9 Air Conditioning and Heating.** Any and all heating and air conditioning equipment required to be outside of the structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other lot. No such equipment shall be located at the front of any structure. Window air-conditioning units are prohibited.

**9.10 Above Ground Pools and Spas.** Above-ground swimming pools are prohibited. Spas and hot tubs are permitted.

**9.11 Fences.** The installation of fences is discouraged. However, if a fence is requested, the fence cannot be wider or deeper than the footprint of the Home. The fence shall not be taller than 48" and must have a smooth top and be constructed of black aluminum, and attached to the Home at each end. No fence may encroach on the setbacks. In no event may a chain-link, or hog-wire fence be allowed. Pool fencing required by law is permitted.

**9.12 Mailboxes.** The size, location, design, and type of material of mailboxes, paper boxes, or other receptacles of any kind must be approved by the ARC.

**9.13 Trash Containers.** All trash, garbage and the like shall be stored in sanitary, covered containers. Such garbage containers shall be stored in a way as not to be visible from the street and adjacent Lots.

**9.14 Hanging of Laundry.** No hanging of clothes, towels, or other laundry shall be permitted on any Lot except in such a manner that is not visible from streets or other Lots.

**9.15 Energy Generating/Saving Devices.** The installation or addition of solar panels, windmills, or other forms of energy-generating or saving equipment is subject to the approval of the ARC. Such equipment shall be installed or constructed in such manner that it will conform to the architectural design of the approved dwelling in accordance with the Florida Statute 163.04.

**9.16 Home and Lot Maintenance.** All Homes and improvements thereon shall be maintained in a well-kept appearance and shall be free of mold, mildew, cracks, rot, fading, or any other visually unappealing condition. Any installed landscaping shall be maintained in a well-kept appearance and shall be free of debris.

**9.17 Nuisances, Offensive or Illegal Activities.** No portion of the subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety,

comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision or which will increase insurance rates on any Home or on the Common Areas.

**9.18 Signs.** No sign, billboard or notice of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle parked or driven in the subdivision except that an Owner may display: 1) one (1) home security sign; 2) one (1) “For Sale” and post. The “For Sale” sign shall not be larger than five (5) square feet.

**9.19 Animals.** No animals shall be kept or breed on any Lot for a commercial purpose. The keeping of a dog or any other animal on a Lot is not a right of a Lot Owner but is a conditional license. All persons keeping animals shall be required to clean up after their animals and shall not allow their animals to cause health hazards, noise disturbances, or other nuisances to residents. This conditional license is subject to termination at any time by the Board of Directors of the Association upon finding that a dog or other animal is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of an animal assumes liability for all damage to persons or property caused by the pet or resulting from its presence in the Subdivision. All animals shall be leashed or confined by a fence when outside of the Home. Animals shall be kept and maintained in compliance with all laws, ordinances, and regulations.

**9.20 Parking/Storage.** No boats, trailers, or recreational vehicles shall be parked or otherwise stored on any Lot, except within a Garage or outbuilding, except for not more than three (3) consecutive days when actively loading, unloading, cleaning, etc. Street parking of any kind is prohibited, except under unusual circumstances, such as on holidays or for large parties or gatherings.

**9.21 Golf Cart Use.** Only drivers holding a valid driver’s license may operate golf carts on Association-owned roadways. Golf Carts shall be operated in a safe manner at all times.

**9.22 Short-Term Rental Prohibition.** No Home or Lot shall be leased, licensed, or loaned for the exchange of consideration of any kind for a period of less than six (6) months.

**9.23 Rules and Regulations.** The Board of Directors may adopt reasonable rules consistent with this Declaration governing the use of the Common Areas and Lots.

## **ARTICLE 10 AMENDMENT**

Amendments to this Declaration shall be proposed and adopted in the following manner:

**10.1 Proposal.** A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than ten percent (10%) of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

**10.2 Approval.** This Declaration may be amended by an affirmative vote of at least two-thirds (2/3rds) of the Members in attendance, in person or by proxy, and voting.

**10.3 Limitation and Recording.** No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

## **ARTICLE 11 ENFORCEMENT**

**11.1 Independent Covenant.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

**11.2 Enforcement.** This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association may enforce and require compliance with the provisions of this Declaration and any Rules authorized hereby against Owners, their tenants, and guests on behalf of the Association membership. Enforcement may be by fines as provided by law and/or proceedings for injunctive relief, declaratory relief, and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. In addition, the Association may enter upon a Lot to correct a violation if an Owner fails or refuses to correct a violation of this Declaration, and the cost to correct the alleged violation is less than \$500. Entry upon a Lot pursuant to this Article 11.2 by the Association or its agents or contractors shall not be a trespass. The Association may charge an Owner for any reasonable expense, including attorney's fees and costs, incurred pursuant to this Article 11.2, and that charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

**11.3 Election of Remedies.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

## **ARTICLE 12 GOLF COURSE**

**12.1 Ownership and Operation.** All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Association or any other person with regard to the continuing existence, ownership, or operation of the golf course, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment. Further, the ownership and/or operation of the golf course, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the golf course by an independent entity(ies); (b) the creation of common conversion of the ownership and/or operating structure of the golf course to an “equity” club or similar arrangement whereby the golf course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the golf course to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer or conversion.

**12.2 Right to Use:** Neither membership in the Association nor Owners or occupancy of a Lot shall confer any ownership interest in or right to use the golf course. Rights to use the golf course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the golf course. The owner of the golf course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the golf course.

**12.3 Rights of Access and Parking:** The golf course and its members (regardless of whether such members are Owners hereunder), if any, their guests and invitees, and the employees, agents, contractors, and designees of the owner of the golf course shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel from/ to the entrance to the Community from/to the golf course, and over those portions of the Community (whether Common Property or otherwise) reasonably necessary for the operation, maintenance, repair and replacement of the golf course. Without limiting the generality of the foregoing members of the golf course, if any, and permitted members of the public shall have the right to park their vehicles on roadways located within the Community at reasonable times before, during, and after golf tournaments and other similar functions held by or at the golf course.

## **ARTICLE 13 MISCELLANEOUS**

**13.1 Interpretation.** The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.

**13.2 Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity that will violate its non-profit status under applicable state or federal law.

**13.3 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

**13.4. Jane Drive Lots.** Notwithstanding any other provision herein, the Jane Drive Lots are not subject to any architectural restrictions contained herein, including any approval requirements contained in Article 8. All other provisions of this Declaration shall apply to Jane Drive Lots.



**EXHIBIT “A”**

All those Lots numbered 1 through 36 of Wildwood Country Club subdivision as shown by plat recorded in Plat Book 3, page 35 of the Public Records of Wakulla County, Florida;

AND

Lots 8, 10, 11, 12, 13, 14, 15 and 16 of Block “C”, Wildwood Acres, Unit 2, as per map or plat thereof recorded in Plat Book 2, Page 78 of the Public Records of Wakulla County, Florida.