

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
OF WILDWOOD COUNTRY CLUB, INC.

A RECORDED SUBDIVISION IN WILKINSON COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that at a duly called meeting of the Board of Directors of Wildwood Country Club Property Owners Association, Inc. (the Association), the following resolution was adopted to the Declaration of Restrictive Covenants of Wildwood Country Club, Inc. of record in Official Record Book 225, Page 23 of the Public Records of Wilkulla County, Florida (the Declaration):

WILKINSON, the Board of Directors of the Association, as a nonmaterial change pursuant to its powers under Article XIV, Section 3 of the Declaration, wishes to clarify the rights granted and contained in the Declaration, of the golf course (including but not limited to its employees, agents, contractors, and designees) and its members, guests and invitees, to access the Common Area (as defined in the Declaration), for the purpose of the use of roadways for golf cart crossings, in a manner consistent with the terms and conditions of the Declaration; NOW, THEREFORE,

BE IT RESOLVED, that the first sentence in Article XIII, Section 4 of the Declaration is amended to read as follows:

The golf course and its members (regardless if 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 or access and use over all roadways located within the Community reasonably necessary for golf cart crossing, and 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 to the operation, maintenance, repair and replacement of the golf course.

WITNESSED 10/19/97 B 311 P &H,
REC. NO. 0373021676

IN WITNESS WHEREOF, the Board of Directors have authorized and instructed the undersigned to file this Amendment in the Public Record of Wilkulla County, Florida; to insert this Amendment into the Corporate records, and certify this action to any persons with an interest herein, all as of this 19th day of October, 1997


Ray Bolee, President

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STATE OF FLORIDA
COUNTY OF LEON

Tha foregoing was acknowledged before me this £__ day of
October, 1997, by Ray Boles, who is personally known to me.

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L.M. Saron ei
Notary Public
State of Florida at Large
My Commission Expires:

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

The Following is meant to amend and revise the restrictions as recorded in Official Record Book 235 Page 23- 60 as recorded in the Public Record of Wakulla County Florida.

ARTICLE I
NAME, LOCATION, AND DEFINITIONS

- I. The name of the corporation is WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION INC. A Florida Corporation, not-for-profit, hereafter referred to as the "OWNERS ASSOCIATION" The principal office of the corporation shall be located at P.O. Box 1701, Oakfordville., Florida, or such other place as established by the Owners Association.
2. "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, and by Warranty Deed recorded in Official Records Book 325 page 38.
3. "Lot" shall mean the property described in Exhibit "A" as divided into parcels. The plat of the Subdivision has been recorded in the Public Records of Wakulla County, Florida. Each Subdivided parcel as shown on the recorded plat shall be known as a "LOT."
4. "Maintenance" shall mean the exercise of reasonable care to keep the landscaping, drainage, storm water detention facilities, and other related improvements in good and functioning condition.
5. "Member" shall mean every person or entity that holds membership in the Association.
6. "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.
7. "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 Committee.
8. "Committee" shall mean the Architectural Control Committee as defined below.
9. "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.
10. "Common Area" shall mean any land or facilities which the Association owns or maintains including roads, right-of-ways landscaped medians, entry ways, security gate and any easements for drainage and storm water retention reserved to the association.

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ARTICLE D

MEMBERS, MEETINGS OF MEMBERS

1. "Membership of the Association" Any person or entity who is a record fee simple Owner of a lot shall be a Member of the Owners Association, provided, however that when: 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" Members shall be entitled to exercise one (1) vote for each lot owned. No member shall be entitled to vote unless such Member has fully paid all assessments as provided for herein as shown by the books of the Association. A majority of voting interest cast shall be sufficient for corporate action except where provided otherwise in the Articles or the Declaration.
3. "Termination of Membership" The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of its membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.
4. "Annual Meetings" The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association at any time as may be determined by the Board and subsequent regular annual meeting of the Members shall be held yearly thereafter, at the hour and date to be determined by the Board.
5. "Special Meetings" Special meetings of the Members may be called at any time by the President or by a majority of the voting interest of the Board of Directors or upon written request of one-third (1/3) of all members entitled to vote.
5. "Quorum" The presence at the meeting of a majority of the Members in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or the Declaration.
6. "Proxies" At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof.
7. "Minutes" Minutes of all meetings of the Association and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times for a period of seven (7) years after the meeting.

ARTICLE III
BOARD OF DIRECTORS, TERM OF OFFICE

1. A Board of seven (7) Members shall manage the affairs of this Owners Association.
2. **Term of Office.** Each Director shall hold office for a term of one (1) year. Unless re-elected by a majority of the vote of the members.
3. **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members.
4. **Compensation.** No director shall receive compensation for any service he may render to the Owners Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV
MEETINGS OF DIRECTORS

1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of any meeting in which assessments are to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
2. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the BOARD.

ARTICLE V
DUTIES OF THE BOARD OF DIRECTORS

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested.
2. As more fully provided in the Declaration to: (A) fix the date of commencement and the amount of the annual assessment against each lot at least (30) days in advance of each annual assessment period. (B) send written notice of each assessment to each member. Until changed by the Board of Directors of the Association, the annual assessment per lot, for interior lots shall be Seventy-Five Dollars (\$75.00), for exterior lots Twenty-Five Dollars (\$25.00).
3. Procure and maintain adequate officer and director liability insurance.
4. Cause the Association Common areas to be maintained.
5. Prepare the Annual Budget.
6. Perform or act upon anything else required by law.

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ARTICLE VI OFFICERS AND THEIR DUTIES

1. The officers of this Association shall be a President, Vice President and Secretary/treasurer, who shall at all times be Members of the Board of Directors.
2. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
3. The officers of the Association shall be elected annually by the Board and shall hold office for (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.
4. The duties of the officers are as follows:

PRESIDENT

- A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out.

VICE PRESIDENT

- B. The Vice President shall act in the place and stead of the President in the event of his Absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY/TREASURER

- C. The Secretary/treasurer shall record the votes and keep the minutes of all meetings and Proceedings of the Board and of the Members

ARTICLE VII NONPAYMENT OF ASSESSMENTS AND REMEDIES

1. Any assessment not paid within thirty (30) days after the date that such assessment is due as determined by the board shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may file a lien against the property for non-payment of assessment.
2. All sums assessed against any lot, together with late charges, interest, costs and reasonable attorneys fees actually incurred, shall be secured by a lien on such Lot in favor of the Association.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

- 1. The Board of Directors shall appoint an Architectural Control Committee consisting of three (3) members. The Board shall attempt to obtain a Committee to include the following:
- (A) An Architect.
 - (D) A Landscape Architect
 - (C) A Builder
 - (D) A Real Estate Agent or Broker;
 - (E) A Member of the Association owning a home within the Subdivision
2. The purpose of the Architectural Control Committee shall be as follows: No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not commenced, CTCCTed, placed or maintained upon any portion of IIDY lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to esthetic quality.
3. Any approval requested of the Committee shall be in writing and submitted to the Committee. Such request must be complete with plans, plot plan, including a detailed plan for controlling sedimentation during construction, and landscape plan. The Committee will approve or disapprove such plans and specifications within thirty (30) days after complete plans in a form acceptable to the Committee have been submitted.
4. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications neither the Board, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE IX USE RESTRICTIONS

- 1. The property shall be used for residential purposes only, and only one single family residence, together with approved out building that must be consistent in design, materials and color with the dwelling, shall be allowed per lot. _ _ _ _ _
2. ~~Any~~ lot within the subdivision shall be further subdivided. FLII 158999 D 347 P 103
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3. No structure of any kind that is commonly known as "factory built" or "modular" or "mobile home" construction shall be placed or permitted to ~~main on any k~~ remain on any k lot.
4. No building shall be erected within (50) feet of the front property line, (50) feet of the rear property lines, or (10) feet of each side property line.

5. Only new construction shall be allowed. No dwelling 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 TT, 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. And no structure is to exceed three stories. Once construction starts work shall be pursued diligently until completed, not to exceed one (1) year.
6. Each dwelling shall have a functional two-car garage.
7. No trailer, travel trailer, motor home, barn or other out building shall at any time be used as a residence temporarily or permanently. Boats, trailers, campers, or other recreational vehicles shall be parked or stored within the garage and shall not be visible from the street.
8. All residences shall have a clearly defined driveway, and all driveways shall be constructed of concrete or asphalt or such other material as may be approved by the Architectural Control Committee. All foundations shall be of masonry construction unless an elevation requires a home to be of brick, stone, stucco, or vinyl siding. The Architectural Control Committee must approve all variances in writing before construction begins. Chimneys are to be consistent with exterior design of brick, stone, stucco, or vinyl siding. The Architectural Control Committee must approve all variances in writing before construction begins.
9. All exteriors shall be of brick, stone, stucco, or vinyl siding with exception of exterior trim/gable walls which will be approved by Architectural Control Committee and exterior colors and roofing must be approved by the Committee. Metal roofing will not be allowed.
10. No fences, unless surrounding a pool, will be allowed, but in no event may a chain-link or barbed-wire fence be approved.
11. Any and all heating and air-conditioning equipment required to be outside of a 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 shall not be permitted.
12. The size, location, design and type of material of mail boxes or paper boxes or other receptacles of any kind, must be approved by the Architectural Control Committee.
13. No business, trade or commercial activity shall be conducted on any Lot.
14. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
15. There shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances such as a large party or reception.
16. Above-ground swimming pools shall not be permitted in the Community.

ARTICLE X COMMON AREAS

1. **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 services such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or Association might decide to have installed to serve the Community.
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 to be allocated among all Lots as part of the Base Assessment; provided, however, all costs associated with maintenance, repair and replacement of Exclusive Common Property shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Property is assigned.

ARTICLE XI OWNERS' RESPONSIBILITY

All maintenance of Lots and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with Community-wide standard and this Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any other covenants which may be applicable to such lot.

ARTICLE XII GOLF COURSE EASEMENTS

Every Lot and the Common Property and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon such Common Property, Lots, or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a Neighborhood, or the portions of a Lot not containing a structure to retrieve errant golf balls; provided, however, if any golf ball enters a fenced or walled area, the golfer shall seek the Owner's permission before entry. The existence of the easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of the easement: the Declarant; the Association or its members (in their capacity as such); the owner of the golf course, its successors, successors-in-title, or licensees; any successor Declarant; any builder or contractor (in their capacities as such); and any officer, director, shareholder, partner, employee or agent of any of the foregoing, or any officer, director, shareholder, partner, employee or agent of any partner.

The owner of the golf course, its respective agents, successors and assigns shall at all times have a right and nonexclusive easement of access and use over those portions of the Common Property reasonably necessary to the operation, maintenance, repair and replacement of the respective golf course.

Property immediately adjacent to the golf course is hereby burdened with a nonexclusive easement in favor of the golf course for overspray of water from any irrigation system serving the golf course. Under no circumstances shall the Association or the owner of the golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

The owner of the golf course, its respective successors and assigns, shall have a practical, exclusive easement of the access over the Community for the purpose of retrieving golf balls from bodies of water within the Common Property lying reasonably within the range of golf balls hit from the golf course.

ARTICLE XIV ENFORCEMENT

Any covenants contained in the Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an Owner for the payment of delinquent assessments or foreclosure of the lien against the Lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions may be enforced by the Association, Declarant or any Owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person in violation of any covenant, restriction or provision hereunder. The failure by any party to enforce any covenant, restriction or provision herein contained shall not be deemed a waiver of the right of such party to thereafter seek enforcement.

ARTICLE XV INSURANCE

The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following.

- ____ Article XV (a) a waiver of subrogation by the insurer as to any claims against the Association's
---, Board of Directors, its manager, the Owners and their respective tenants, servants,
agents or guests.

ARTICLE XVI GOLF COURSE

- I. Ownership and Operation: All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant 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 of the Declaration executed or joined into by the Declarant. 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 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.
2. Right to Use: Neither membership in the Association nor Ownership 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.
3. Rights of Access and Easements: 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.

EXHIBIT "A"

And those Lots numbered 1 through 36 of Wildwood Country Club subdivision as shown by plat recorded in Plat Book 3, **Page 5** of the public records of Wakulla County, Florida;

AND

Lot, 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.

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And:

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as.per map or plat thereof recorded in Plat Book 2, Page 78
of the public record• of Wakulla County, Florida.

And:

Lota 12, 13, 14, 15, 16, Blocle •C•, Wildtood Acres,
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10' ELECTRIC UTILITY
EASEMENT ON PRIVATE
PROPERTY PARALLEL
ADJACENT TO ALL
ROADWAYS

EXHIBIT •a•

AS SEEN IN PARAGRAPH 14, PAGE 3.

Wildwood Country Club, Inc., Wildwood **Acres** subdivision,
and any additional property purchased by Wildwood Country
Club, Inc.

WITNUSH

WILDFOOD COUNTRY CLUB, INC.

S. H. White
S. H. White
S. I. White

Claude H. VT.ooke
a-J.

Lila S. McDowell
Lila S. McDowell

Jo Anne Strickland
Jo Anne Strickland

John Mooshie, Vice-Pres.
By: John Mooshie, Vice-Pres.

Kerry R. Gaby - Secretary
By: Kerry R. Gaby - Secretary

Linda Boloe - Treasurer
By: Linda Boloe - Treasurer

STAT: O. n. ORIDA,
comm O. WAXULLA.

Tb. ing Declaration -- acknowledge before -- by
O. I. Colvin, John Mooshie, Jerry I. O-ly and Linda Boloe on th.1.
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WILDFOOD COUNTRY CLUB PROPDT OWNDS ASSOCIATION, INC., by

it. President, hereby acknowledge the above Declaration and
consents to the obligation of the Association as specified
therein.

WILDFOOD COUNTRY CLUB PROPDT

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WITNESSES

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Nannette Dowden
Nannette Dowden

Betty Spears
Betty Spears

STATE OF FLORIDA,
COUNTY OF WAKULLA.

The foregoing Declaration acknowledges before me by George Crum, Michael Lee and Jo Anne Strickland on this day February, 1999.

Shirley A. Moxey
NOTARY PUBLIC

Shirley A. Moxey
MY COMMISSION # CC880480 EXPIRES
JUNE 10, 2000
BONDED THIRD TIER FIDELITY INSURANCE, INC.

ACKNOWLEDGEMENT

WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., by its President, hereby acknowledges the above Declaration and consents to the obligations of the Association as specified therein.

WILDWOOD COUNTRY CLUB PROPERTY
OWNERS ASSOCIATION, INC.

By: _____
President S

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Amended & Revised February 11, 1999

id W.T. J.
Print or type name
Lex Hughes, Jr.
Lex Hughes, Jr.
Print or type name

Edwin W. Tyler, Jr.
Print or type name
Lex Hughes, Jr.
Lex Hughes, Jr.
Print or type name

George L. Colvin, President

Print or type name


Linda Boles (Seal)

Linda Boles, Treasurer

Print or type name

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(Seal)

W.D. (J.C.)
Print or type name
 March 22, 1988
March 22, 1988
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Print or type name

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CLERK OF COURT
WALKER COUNTY FLORIDA

STATE OF FLORIDA
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 1 et dly of
June 19 94, by George E. Colvin and Linda Boles

known personally known to me or who has produced

as identification and who did (did not) take an oath.

Edwin W. Tyer, Jr.

Edwin W. Tyer, Jr.

Print or type name.

Notary Public in and for the
County and State Aforesaid

Prepared by:
Chad Shivers
Talquin Electric Cooperative, Inc.
P.O. Box 1679
Quincy, Florida 32353

ffc:21) rMi(826

ALV
...re...;