20040007541 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 3026 PG: 643,
01/27/2004 at 08:33 AM, BOB INZER, CLERK OF COURTS

DECLARATION OF COVENANTS AND RESTRICTIONS

For

OAKWOOD SUBDIVISION

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS That this Declaration of Covenants and Restrictions, made and entered into on this 23 day of JANUARY, 2004 by Magnolia Development Co. of Tallahassee, Inc., a Florida corporation, hereinafter referred to as Developer.

WITNESSETH

WHEREAS, Developer is the owner of real property in Leon County and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservations of the open spaces, and other common facilities, and to this end, desires to subject the real property described in Exhibit "A", together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient presentation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, The Developer has incorporated a non-profit corporation, OAKWOOD HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Florida, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Exhibit "A", and as subdivided into residential lots as reflected in the plat attached hereto as Exhibit "B", and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" , and known as Oakwood Subdivision, attached hereto.

Section 2. Annexation: Developer may come to own additional units of real property adjacent and contiguous to the Properties. The Developer may annex so much of said additional property from time to time, in the sole discretion of Developer, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become part of those Properties to the end that all rights of members shall be uniform as between all Units. Except, as aforesaid, any other annexation of additional property shall be approved by two-third (2/3) vote of the members.

ARTICLE II
DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" shall mean the sum of money, as provided herein, which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Areas (Green Areas) pursuant to these covenants, the By-laws and Rules and Regulations adopted by the Association.

(b) "Association" shall mean and refer to the Oakwood Homeowners Association, Inc., a Florida non-profit corporation, and its successors, which association shall be responsible for the operation and management of the entrance area off of Blountstown Street and all Common Areas (Restricted Areas and/or Green Areas). The association shall have such other rights, duties and obligations as are set forth in this declaration, the bylaws and articles of incorporation.

(c) "Board" shall mean and refer to the Board of Directors of the Oakwood Homeowners Association, Inc.

(d) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks and fences.

(e) "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from the rear, front or side property line that a building structure may be located. Regarding side setback lines of a duplex unit, it is understood that one side of a duplex unit will be contiguous to one side of another duplex unit. The other side of the duplex unit may be not less than fifteen (15) feet from the other side of the next duplex unit.

(f) "By-laws" shall mean the by-laws of the Association.

(g) "Committee" shall mean and refer to the Architectural Control Committee.

(h) "Common, Green, or Restricted Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall specifically include all areas designated as Green Areas on the recorded subdivision plats.

(i) "Developer" shall mean Magnolia Development Co. of Tallahassee, Inc., its grantors, successors and assigns.

(j) "Directors" shall mean the directors of the Association.

(k) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entranceways or gates and signs.

(l) "Living Area" shall mean and refer to those heated and/or air conditioned interior dimensions, which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.

(m) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(n) "Lot" shall mean and refer to any plot of land shown upon the attached Exhibit "B", with the exception of Common Areas as heretofore defined.

(o) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article XV, Section I, hereof.

(p) "Multi-Family Development shall mean and refer to parcels within The Properties which have been designated for multi-family development.

(q) "Multi-Family Lot" shall mean and refer to all lots on parcels of land within The Properties, which have been designated for multi-family development. Such lot shall be the area, which is designated for one living unit, whether or not such unit is attached to other living units.

(r) "Multi-Family Structure" or "Duplex shall mean and refer to the free-standing building containing two or more adjoining Living Units under one roof built with common or party walls and not connected on either side to other townhouse units.

(s) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding lieu of foreclosure. "Owner" shall be construed to include both, a lot owner and a residential living unit owner.

(t) "Parking Pads" shall mean the parking area constructed in the front of each building for the use of the homeowners within the building.

(u) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof.

(v) "Rules and regulations" shall mean and include all forms of rules and regulations adopted by the Association.

(w) "Site" shall mean a portion of contiguous portions of said property, which accommodates a single use or related uses under single control. In areas zoned for single-family use, "site" shall mean and refer to any plat of land shown upon any recorded subdivision map of The *Properties* with the exception of Common Areas as heretofore defined. After Improvement to the site providing for residential use, "site" shall mean each residential Living Unit and its adjoining property.

(x) "Townhouse" or "Unit" shall mean the parcel of real property, and the single family living unit constructed on it. Each townhouse as currently designed may be part of a duplex or two (2) townhouses with each townhouse sharing a "common" or "party" wall with the adjoining townhouse owner.

ARTICLE III
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration, shall be deemed to have been properly sent when mailed,

postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision, which shall remain in full force and effect.

ARTICLE IV
ENFORCEMENT

The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. The costs incurred by the Association, including reasonable attorneys fees, through the costs of any and all appeals, shall be paid by the person(s) violating these covenants.

Violations of this Article or any other covenant and/or restriction contained in this document may be enforced by the Association, either through legal action to restrain such conduct or by an assessment of a fine against the Owner or their Contractor directly or indirectly responsible for such conduct. Such fine shall be reasonable in relationship to the offense. The Board shall create a fine schedule and procedure for the levying of fines and make same available to any owner upon request.

In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this Declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorney's fees.

ARTICLE V
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of two-thirds (2/3) of the Lot Owners of all the Properties annexed by these or similar covenants by Declarant

Section 1. This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by first class mail, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment.

Section 2. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

Section 3. Developer's Reservation to Amend: The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract of deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of an adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

Section 4. Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants, which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments.

ARTICLE VI
PRESERVATION OF THE NATURAL ENVIRONMENT, LAKES AND GREEN AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Green Areas on plats recorded in the Public Records of Leon County, Florida by Magnolia Development Co. of Tallahassee, Inc.

Section 2. The Association shall have the obligation of maintaining all Green Areas as designated on any plat for this subdivision. Such maintenance shall include, but is not limited to, maintenance of the Green Area to act as a buffer from existing subdivisions.

Section 3. The general topography of the landscape, lake frontage or streams, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees and any and all other usual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 4. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground comprising the Common Properties to erect, maintain and use electric and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone and equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 5. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, or any unsightly or offensive material shall be permitted in or upon such Green Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Green Area. Fires of any and all kinds shall be prohibited in Green Areas except in designated and controlled areas as specified by the Association.

Section 6. The Developer expressly reserves to itself, it successors and assigns, every reasonable use and enjoyment of the Green Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 7. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any Member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 8. Where the Developer, or Association, its successors or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color or paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to consistency with the

building guidelines and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have absolute and exclusive right to refuse any such building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the developer of said lands or contiguous lands.

Section 1. The Committee. The Architectural Control Committee is composed of three (3) members, two to be appointed by the Developer, and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, the plans submitted in writing to the Committee.

Section 2. Submission of plans. At least thirty (30) days before commencing the construction or alteration of any or all buildings, fences, or any other structures or permanent improvements on or to any lot, the Owner shall submit a complete set of plans to the Committee for its written approval, disapproval, or approval with modifications, as hereinafter provided.

Section 3. Procedure. The Committee's approval, disapproval, or modifications as authorized in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after a complete set of plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. At least thirty (30) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following:

(a) Site Plan. A site plan complete with dimensional locations of all proposed improvements with all building setback lines shown, limits of clearing, anomalies, and discharge area for storm water.

(b) Pre/post construction erosion sediment control plan.

(c) Pre/post drainage plan. A drainage plan to show the flow of water off the property.

(d) Soil Test. Standard 4 hole test and flood letter.

(e) Landscape plan shall be limited to a reservation that all areas cleared for construction shall be re-covered with sod or bedding material for designated shrub areas. Regarding tree removal, all trees measuring six inches in diameter at three feet above the natural ground elevation are protected and may not be removed except within ten feet of the

footprint of the house and driveway without written approval of the Architectural Control Committee

(f) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and wall section

(g) Description of Exterior Finish. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, and fences. Samples and/or manufacturers identification data shall be supplied if requested by the committee. All exteriors must be all brick, stucco, James Hardie, vinyl, or other approved materials.

ARTICLE VIII
LIMITATION OF LIABILITY

Section 1. Plan Approval. Neither the Developer nor its successors or assigns nor the Committee nor any member thereof shall be liable in damages to any Owner, their successors and assigns by reason of any mistake in judgement, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or non-enforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, and their successors and assigns, waives and releases the right to bring any action, proceeding or suit against the Developer, the Association, the Committee and all members thereof to recover damages.

Section 2. Construction. Where plans are approved by the Committee (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgement or consent by the Committee to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the Committee, Developers, it successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

ARTICLE IX
LAND USE AND BUILDING TYPE

Section 1. No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in

accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

Section 2. No structure of a temporary character, basement, tent, shack, tool or storage sheds, barns or other outbuilding of any type shall be located on any site or on any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved by the Architectural Control Committee.

ARTICLE X
SITE AREA AND WIDTH

No site shall be subdivided, or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said replatted sites. The Covenants and Restrictions specified herein shall apply to each such modified building site or sites, so created, and each such site shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

ARTICLE XI
SINGLE-FAMILY DWELLING QUALITY AND SIZE

Section 1. The ground floor area of the main structure, exclusive of one story porches, garages, carports, and patios shall be not less than 1,000 square feet.

Section 2. In the event a structure contains more than one story, the ground floor must contain not less than 600 square feet and must be completely finished as living area, and at least 400 square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

ARTICLE XII
BUILDING LOCATION

Section 1. No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any recorded plat or site plan, or as determined by the City of Tallahassee Building Codes.

Section 2. No building shall be located nearer than 5 feet to an interior lot line and must be at least 10 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 25 feet to the rear property line, nor 20 feet from the front property line.

Section 3. No driveway shall be located nearer than one (1) foot to an interior lot line.

Section 4. Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front elevation of the house, which ever is greater. No fence shall be located nearer than 2 inches to an interior property line. An unfinished side of a fence shall not be displayed outward or prominently visible from the street.

Section 5. No fence or prominent structure of any kind of any kind shall be permitted on any lot, without the approval of the Committee.

Section 6. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided; however, that this shall not be construed to permit any portion of a building to encroach upon another site.

Section 7. In the event governmental rules and regulations are more restrictive than these covenants, said rules and regulations shall prevail.

ARTICLE XIII
SITE RESTRICTIONS GENERAL

Section 1. Driveway and walkway construction: All driveways shall be constructed of concrete or "hot mix" asphalt, other substances, if approved by the Committee, and have a minimum width of eight (8) feet. Where curbs are required to be broke for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone, or brick, and have a minimum width of 30 inches, unless an alternate is approved by the Architectural Control Committee. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the development.

Section 2. Easements:

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure planting or other material shall be placed or permitted to remain which may damage the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

(b) The roads, storm easements and drainage easements shall be dedicated to the City of Tallahassee by the Developer, who shall have the obligation of the maintenance of same.

(c) The Developer reserves unto itself, its successors an assigns, a perpetual alienable and

releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

(i) Five (5) feet along one (1) side of each single-family site;
(ii) The area 30 feet upland from the mean high water mark of all lakes; and
(iii) Such other areas as shown on the applicable plat, including green areas;

(d.) Provided, further, that the Developer and/or City of Tallahassee, State of Florida may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or drainage and utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 3. Garbage and Refuse Disposal: No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner, to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 4. Land Near Parks and Water Courses: No building shall be placed nor shall any material or refuse be placed or stored on any site within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Section 5. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

Section 6. Mail Boxes: No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 7. Nuisances: No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon, which may be, or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 8. Off Street Parking:

(a) Each site Owner shall provide be provided with parking pads adequate for parking at least two (2) automobiles off the street and within the boundaries of the site. "Adequate" shall be defined as having minimum dimensions of eight (8) feet in width and twenty (20) feet in depth. Motor vehicles shall not be parked on unpaved front yard portions of the lot

(b) Boats, trailers, campers, or other large vehicles shall not be permitted.

Section 10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

Section 11. Protective Screening: Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the sites at their own expense to form an effective screen for the protection of residential areas. No building or structure, except a screen fence or wall or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

Section 12. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply on any site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. Sewage Disposal:

(a) No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida's Department of Pollution Control. Approval of such system, as installed, shall be obtained from such department or departments.

(b) Whenever an approved sanitary sewer becomes available within 100 feet of the property, any individual sewage disposal system, device, or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within ninety (90) days thereafter.

Section 14. Signs: No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent except signs used by the Developer, its business successors and assigns, to advertise the property or houses during construction or sale. All signs must be approved by the Architectural Control Committee. No sign of any kind other than authorized traffic control signs shall be placed on the right-of-ways or Common areas without Homeowner's Association approval.

Section 15. Trees: No large trees of any kind measuring six inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot with out the express written approval of the Architectural Control Committee unless located within fifteen (15) feet of the main dwelling or within fifteen (15) feet of the approved site for the building.

Section 16. Utility Connections and Television Antennas:

(a) All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Propane tanks, if applicable, shall be buried Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Architectural Control Committee.

(b) Exterior radio and television antenna installations, including satellite dishes, must be approved in writing by the Architectural Control Committee.

Section 17. Water Supply: No individual water supply system of any type shall be permitted on any site, unless in writing by the Architectural Control Committee.

Section 18. Window Air Conditioning Units: No window air conditioning units shall be permitted.

Section 19. Fences. Before construction or erection of any and all fences, the materials and appearance must be approved in writing by the Committee.

ARTICLE XIV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided

fee, interest in any site which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owner as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each unit or townhouse in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than' one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developers. The Class B Members shall be entitled to four (4) votes for each site in which it holds the interest required for membership by Section 1 on all issues other than the election of directors of the association and the amendment of the covenants, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total votes of the Class A membership equals the total votes of the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

Section 3. Notwithstanding any other provision in this Article, every owner of a Lot shall at all times be entitled to cast one vote per Lot on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held before more than 50 percent of the Lots have been sold or conveyed by the Developer.

ARTICLE XV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have the right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every site.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, it successors and assigns, that it shall convey the Common Properties to the Association when more than 70% of the lots have been sold or conveyed by the Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied; whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) The right of the Association, as provided in its Articles and by-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) day for any infraction of its published rules and regulations; and,

(c.) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified by two-thirds (2\3) vote of the membership represented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and,

(e) The rights of the Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a Unit of Oakwood in which such Member is not a resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the site is acquired, which results in membership rights as herein provided.

ARTICLE XVI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developers, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon

the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, Safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the structures situated upon The Properties, including, but not limited to, The payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In the event of litigation to require the association to perform its obligations under this section, the prevailing party shall be entitled to an award of costs, including reasonable attorney's fees.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 2004, the annual assessment shall be not greater than One Hundred Dollars ($60.00) per site. From and after January 1, 2004, the annual assessment may be increased by not more than 5% of the annual assessment upon majority vote of the Board of Directors. Increases of greater than 5% in any given year shall not be effective unless ratified by two-thirds (2\3) vote of the membership represented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2\3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2\3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further

that the maximum assessments permitted under Section 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article 1, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4, and 5. The quorum required for any action authorized by Sections 4, 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 4, 5 and 6 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4, 5 and 6, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer.

(a) The first annual assessments shall be made for the balance of the calendar year and shall become due payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

(b) The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property, which is hereafter added to the properties now subject to the assessment at a time other than the beginning of any assessment period.

(c) The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each site for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereof.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any

assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to the successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be absolutely subordinated to the lien of any first mortgage now or hereafter places upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, fines and liens created herein: (a) all properties to the extent of, any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption and (d) all property owned by the Developer or Declarant, unless used by the Developer or Declarant for a personal residence or dwelling.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charges or liens.

ARTICLE XVIII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property

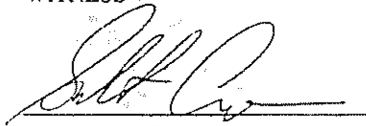
as originally developed. Specifically, the following items are hereby determined and declared to be items which must by kept in a proper state of maintenance and repair by the individual Lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping.

Section 2. It shall also be the responsibility of each property owner to maintain his or her unimproved property. Unimproved property shall not be cleared, used for storage, or any other activity without the written permission of the Architectural Control Committee and shall be maintained in a manner consistent with community standards.

Section 3. In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of obtaining such repairs, restoration and maintenance, including any reasonable attorneys' fees incurred, shall be added to, and become part of the assessment to which said Lot is subject pursuant to Article XVII. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article XVII.

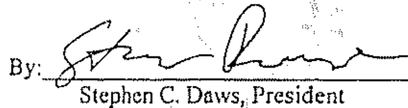
IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused this Declaration to be executed the day and year first above written.

WITNESS



SCOITA CAYSON

MAGNOLIA DEVELOPMENT CO. OF TALLAHASSEE, INC.,
A Florida corporation

By: 
Stephen C. Daws, President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2004 by Stephen C. Daws, President of Magnolia Development Co. of Tallahassee, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced ________________ as identification.

Dana L. Langdon
Notary Public – At Large

My commission expires: 8/1/05

DANA L. LANGDON
MY COMMISSION # DD 219673
EXPIRES: August 1, 2005
Bonded Thru Notary Public Underwriters

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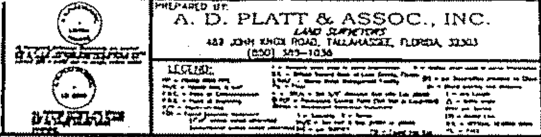
OAKWOOD SUBDIVISION

LEGAL DESCRIPTION

BEGIN at an iron pipe (1/2") marking the Northeast corner of Lot No. 957 of the PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY, a subdivision as per map or plat thereof recorded in Plat Book 1, Page 5 of the Public Records of Leon County, Florida, thence run South 89 degrees 38 minutes 32 seconds East 30.67 feet, thence run North 00 degrees 31 minutes 43 seconds East 21.46 feet to the Westerly right of way boundary of Blountstown Street (State Road No. 20), said point being on a curve concave Northeasterly, thence run Southeasterly along said curve having a radius of 1463.04 feet, through a central angle of 08 degrees 45 minute 26 seconds for an arc distance of 223.61 feet (the chord of said arc bears South 18 degrees 31 minutes 46 seconds East 223.40 feet) to a concrete monument (6" x 6"), thence run South 22 degrees 54 minutes 35 seconds East 40.28 feet, thence leaving said right of way boundary run North 88 degrees 33 minutes 39 seconds West 88.98 feet, thence run North 89 degrees 30 minutes 27 seconds West 30.00 feet to a concrete monument (#2919), thence run South 00 degrees 21 minutes 28 seconds West 30.03 feet to an iron pipe (1"), thence run North 89 degrees 19 minutes 39 seconds West 461.37 feet to a pinched iron pipe (1/2"), thence run South 02 degrees 22 minutes 17 seconds West 80.73 feet to a pinched iron pipe (1/2"), thence run North 89 degrees 22 minutes 56 seconds West 70.07 feet to a concrete monument, thence run South 00 degrees 56 minutes 20 seconds West 99.90 feet to a pinched iron pipe (1"), thence run North 89 degrees 05 minutes 38 seconds West 42.45 feet to a concrete monument (#3328), thence run South 01 degrees 20 minutes 29 seconds West 57.84 feet to a concrete monument (#2919), thence run South 00 degrees 59 minutes 23 seconds West 65.47 feet to the current Northerly right of way boundary of Bicycle Road, thence run South 76 degrees 07 minutes 07 seconds West along said right of way boundary 100.10 feet to a concrete monument (#4016), thence run North 00 degrees 52 minutes 00 seconds East 248.05 feet, thence run North 01 degrees 00 minutes 39 seconds East 291.67 feet to the Northwest corner of said Lot No. 957, thence run North 86 degrees 53 minutes 00 seconds East 672.18 feet to the POINT OF BEGINNING, containing 4.995 acres, more or less, and lying in Section 29, Township 1 North, Range 1 West, Leon County, Florida.

OAKWOOD SUBDIVISION

A SUBDIVISION LYING IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA



20040069915 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 3134 PG: 1201,
07/31/2004 at 09:07 AM, BOB INZER, CLERK OF COURTS

This instrument prepared by:
Sonya K. Daws, Esq.
3116 Capital Circle Northeast, Suite 5
Tallahassee, Florida 32308

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAKWOOD SUBDIVISION

This Amendment to Declaration of Covenants and Restrictions of Oakwood Subdivision, dated this 29th day of July, 2004, is made by Magnolia Development Co. of Tallahassee, Inc., a Florida corporation, ("Developer" and "Declarant" herein).

WITNESSETH:

WHEREAS, Pursuant to Article V, Section 3, Magnolia Development Co. of Tallahassee, Inc., as Developer, hereby amends that certain Declaration of Covenants and Restrictions for Oakwood Subdivision, as recorded in Official Records Book 3026, Page 643, of the Public Records of Leon County, Florida, for the clarification purposes set forth herein; and

NOW THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually and conclusively acknowledged, the Declarant amends the Declaration for clarification purposes as follows:

1. Article XIII, Site Restrictions General, Section 2, Paragraph (a) is hereby amended to add:

   (1) It is recognized that only one inch of air space exists between the adjoining walls of the townhouses/duplexes and an easement is hereby reserved over, under, upon and across each of the individual units for the benefit of the other Owner of the attached unit to permit access by one unit owner upon another unit located on the same lot with respect to all of the lots described and delineated on the Plat of Oakwood Subdivision as recorded in Plat Book 15, Page 21, of the Public Records of Leon County, Florida, to the roofs or grounds of the adjoining unit as may be necessary or convenient in the repair of any particular structures on any particular lot. This easement shall be for the benefit of each Unit Owner, his agents, employees and invitees, provided, however, that any damage caused in the exercise of this easement by using the easement burdening one unit owner for the benefit of another shall be reimbursed to the Unit Owner which is being used for the benefit of the other Unit Owner.

(2) In the event of damage to or destruction of any townhouse by fire, windstorm, water or any other cause whatsoever, the owner of such townhouse shall within a reasonable time cause said townhouse to be repaired or rebuilt so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. Failure to do so shall constitute a breach of these covenants. Subject to priority of any mortgagee under a mortgage, clause, all insurance proceeds for loss or damage to any townhouse unit or any other improvement upon any lot more particularly described herein shall be used to assure the repair or rebuilding of any such townhouse unit or any part thereof.

(3) Party Wall Covenants.

a. The said dividing walls shall be party walls between the adjoining residences erected on said premises.

b. The costs of maintaining each party wall shall be borne equally by the owners of each side of said wall.

c. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage or destruction to said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair and replacement.

d. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expenses and the payment to the adjoining owner of any damages negligently caused thereby.

e. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to the said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

f. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to multiple units, said multiple unit owner shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions contained herein, and each and every purchaser by accepting a deed to any lot thereby consents and agrees to be bound by the covenants contained herein to the same extent as though he had signed this instrument.

(4) Cross Utility Easements:

In addition to the utility easements shown on the recorded Plat, each unit shall share utility boxes, meters, and equipment installed or located, or to be installed or located over, under, and across the lot occupied by each Unit Owner. In other words, all of the foregoing utility boxes, meters and equipment for attached units may be located on one unit and serve both. Therefore each Unit Owner, its successors and assigns, and its agents and invitees, as well as the utility provider, shall have the authority to enter upon said parcel or strip of land hereinabove described for the purpose of excavating, inspecting, installing, and/or repairing, said utility lines, boxes, meters or equipment.

(5) Article IX, Section 1, is hereby amended to read:

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one attached multi-family dwelling unit with common party walls not to exceed one and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

IN WITNESS WHEREOF, the undersigned hereby set its hands and seals the day first above written.

WITNESSES:

Summer Duffy

Julie W. Glaze

MAGNOLIA DEVELOPMENT CO. OF TALLAHASSE, INC., a Florida corporation

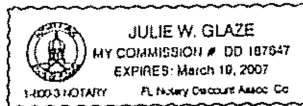
Stephen C. Daws, as President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of July, 2004, by Stephen C. Daws, as President of Magnolia Development Co. of Tallahassee, Inc., a Florida corporation, on behalf thereof. He

✓ is personally known to me; or
______ has produced ______________________________ as identification.

Notary Public-State of Florida
My commission number:
Expires:



20040069915 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 3134 PG: 1201, 07/31/2004 at 09:07 AM, BOB INZER, CLERK OF COURTS

This instrument prepared by:
Sonya K. Daws, Esq.
3116 Capital Circle Northeast, Suite 5
Tallahassee, Florida 32308

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NOW THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually and conclusively acknowledged, the Declarant amends the Declaration for clarification purposes as follows:

1. Article XIII, Site Restrictions General, Section 2, Paragraph (a) is hereby amended to add:

   (1) It is recognized that only one inch of air space exists between the adjoining walls of the townhouses/duplexes and an easement is hereby reserved over, under, upon and across each of the individual units for the benefit of the other Owner of the attached unit to permit access by one unit owner upon another unit located on the same lot with respect to all of the lots described and delineated on the Plat of Oakwood Subdivision as recorded in Plat Book 15, Page 21, of the Public Records of Leon County, Florida, to the roofs or grounds of the adjoining unit as may be necessary or convenient in the repair of any particular structures on any particular lot. This easement shall be for the benefit of each Unit Owner, his agents, employees and invitees, provided, however, that any damage caused in the exercise of this easement by using the easement burdening one unit owner for the benefit of another shall be reimbursed to the Unit Owner which is being used for the benefit of the other Unit Owner.

UNOFFICIAL DOCUMENT
UNOFFICIAL DOCUMENT

(2) In the event of damage to or destruction of any townhouse by fire, windstorm, water or any other cause whatsoever, the owner of such townhouse shall within a reasonable time cause said townhouse to be repaired or rebuilt so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. Failure to do so shall constitute a breach of these covenants. Subject to priority of any mortgagee under a mortgage, clause, all insurance proceeds for loss or damage to any townhouse unit or any other improvement upon any lot more particularly described herein shall be used to assure the repair or rebuilding of any such townhouse unit or any part thereof.

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b. The costs of maintaining each party wall shall be borne equally by the owners of each side of said wall.

c. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage or destruction to said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair and replacement.

d. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expenses and the payment to the adjoining owner of any damages negligently caused thereby.

e. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to the said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

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f. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to multiple units, said multiple unit owner shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions contained herein, and each and every purchaser by accepting a deed to any lot thereby consents and agrees to be bound by the covenants contained herein to the same extent as though he had signed this instrument.

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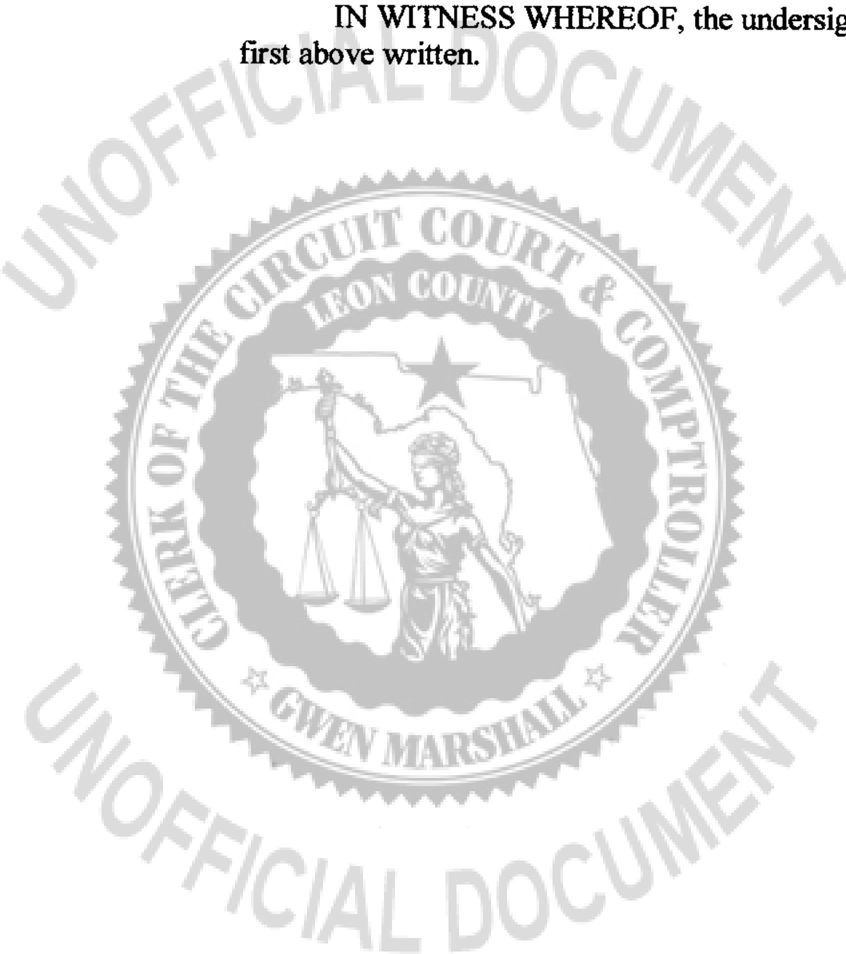
In addition to the utility easements shown on the recorded Plat, each unit shall share utility boxes, meters, and equipment installed or located, or to be installed or located over, under, and across the lot occupied by each Unit Owner. In other words, all of the foregoing utility boxes, meters and equipment for attached units may be located on one unit and serve both. Therefore each Unit Owner, its successors and assigns, and its agents and invitees, as well as the utility provider, shall have the authority to enter upon said parcel or strip of land hereinabove described for the purpose of excavating, inspecting, installing, and/or repairing, said utility lines, boxes, meters or equipment.

(5) Article IX, Section 1, is hereby amended to read:

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one attached multi-family dwelling unit with common party walls not to exceed one and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

IN WITNESS WHEREOF, the undersigned hereby set its hands and seals the day first above written.



WITNESSES:

Summer Duffy

Julie W Glaze

MAGNOLIA DEVELOPMENT CO. OF TALLAHASSE, INC., a Florida corporation

Stephen C. Daws, as President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of July, 2004, by Stephen C. Daws, as President of Magnolia Development Co. of Tallahassee, Inc., a Florida corporation, on behalf thereof. He

✓ is personally known to me; or
______ has produced ______________________________ as identification.

Notary Public-State of Florida
My commission number:
Expires: