

This instrument prepared by:
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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:

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

Summer Duffy
Julie W Glaze
Julie W Glaze

Stephen C. Daws
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.

Julie W Glaze
Notary Public-State of Florida
My commission number:
Expires:

