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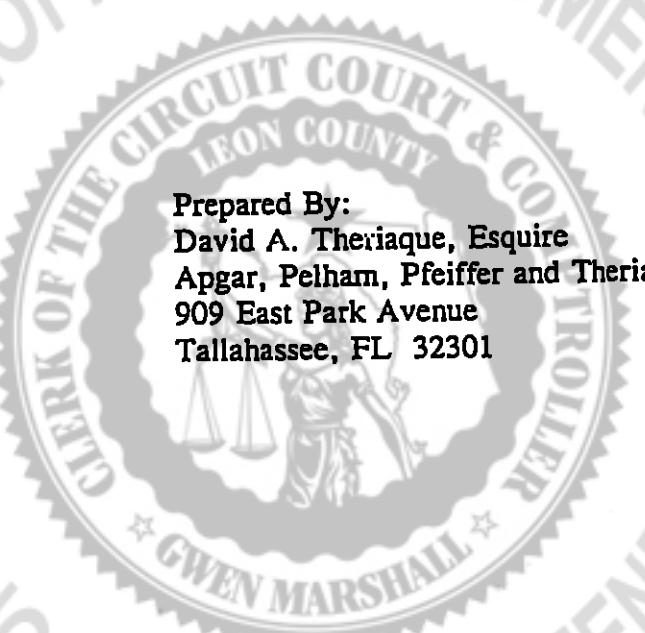
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DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
OX BOTTOM MANOR, UNIT II, PHASES 3B, 4A, AND 4B

By: MARKETPRICE PROPERTIES, INC.

Prepared By:
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Apgar, Pelham, Pfeiffer and Theriaque
909 East Park Avenue
Tallahassee, FL 32301



THIS DECLARATION is made and executed this 3rd day of February, 1995, by MARKETPRICE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "DECLARANT."

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit B" attached hereto and by reference made a part hereof.

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described in "Exhibit B" attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and Improvements thereto, or which are otherwise dedicated, conveyed, leased, or for which a license is granted to the COMMUNITY and which are intended to be devoted to the common use and enjoyment of the residents of the Properties.

Section 1.02. "COMMUNITY" shall mean and refer to OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and

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assigns.

Section 1.03. "DECLARANT" shall mean and refer to Marketprice Properties, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from any DECLARANT for the purpose of development and such successor or assign has received a written assignment of such DECLARANT's rights hereunder. "DECLARANT" shall include the singular and plural as the context may require.

Section 1.04. "Declaration" shall mean and refer to this document entitled "Declaration of Covenants, Conditions, and Restrictions for Ox Bottom Manor, Unit II, Phases 3B, 4A, and 4B," and the "Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor," recorded at Official Records Book 1352, Page 1208, of the Public Records of Leon County, Florida, as the context requires and as the same may be amended from time to time.

Section 1.05. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting, or landscape device or object.

Section 1.06. "Lot" shall mean and refer to each lot designated on the Plat of Ox Bottom Manor, Unit II, Phase 3B, 4A, and 4B.

Section 1.07. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.08. "Person" shall mean and include an individual, corporation, governmental

agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.09. "Plat of Ox Bottom Manor, Unit II, Phases 3B, 4A, and 4B" shall mean and refer to the plat of Ox Bottom Manor, Unit II, Phases 3B, 4A, and 4B to be recorded in the Public Records of Leon County, Florida.

Section 1.10. "Properties" shall mean and refer to that certain real property described in 'Exhibit B" attached hereto, and such additions thereto as may hereafter be annexed pursuant to the terms of this Declaration.

Section 1.11. "Property Unit" shall mean and refer to any dwelling unit intended for occupancy by one family or household.

Section 1.12. "Resident" shall mean and refer to the legal occupant of any Lot.

Section 1.13. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.14. "Street" shall mean and refer to any street, highway, or other thoroughfare constructed within OX BOTTOM MANOR that is dedicated to or owned by the public, the COMMUNITY, or a Neighborhood Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk, or other similar designation.

Section 1.15. "Unimproved Lot" shall mean and refer to a lot upon which no building has been substantially completed for use.

Section 1.16. "Unit" shall mean and refer:

- (a) An improved Lot for a single family dwelling;
- (b) A portion of a building designated for separate ownership having delineated



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boundaries and being located on an improved Lot;

(c) A portion of an Unimproved Lot in the Properties which at a given time is so delineated and designated for separate ownership; or

(d) A portion of an Unimproved Lot which at a given time is determined to be feasible for future delineation and designation for separate ownership by the DECLARANT, and is in conformity with the Declaration and public regulations.

ARTICLE II

DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

To the extent authorized in the Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor recorded in Official Records Book 1352, Page 1208, of the Public Records of Leon County, Florida, the DECLARANT shall have, reserve, and retain the right, power, and discretion but not the obligation, in its sole discretion and without the joinder or consent of any OWNER, to add the Properties to the land described in and encumbered by that Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor recorded in Official Records Book 1352, Page 1208, of the Public Records of Leon County, Florida, by recording an amendment to the Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor in the Public Records of Leon County, Florida. Upon such amendment, the Properties shall be subject to the terms, covenants, conditions, restrictions, and liens of the said Declaration of General Protective Covenants and Restrictions of Ox Bottom Manor, and all OWNERS shall become members of the Ox Bottom Manor Community Association, Inc., a Florida not-for-profit corporation, or its successor, and subject to assessment pursuant to the terms and conditions of the said Declaration of General Protective Covenants and

Restrictions for Ox Bottom Manor.

ARTICLE III

ARCHITECTURAL CONTROL

A. No Improvement shall be commenced, erected, altered, planted, removed, or maintained upon the Properties nor shall any material alteration, addition, or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location, and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee selected by the DECLARANT, in its sole judgment, as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with.

B. In the event any Improvement is destroyed in whole or in part, the Improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the OWNER desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no Improvement had been previously constructed.

C. The DECLARANT shall have the right to appoint the Architectural Committee until all Lots are sold and transferred by the DECLARANT. All members of the Architectural Committee shall serve at the pleasure of DECLARANT. The DECLARANT may appoint an

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architectural firm to serve as the Architectural Committee. After all Lots are sold and transferred by the DECLARANT, the Architectural Committee shall be appointed by a majority of the Lot Owners or, if all Owners become members of the Ox Bottom Manor Community Association, Inc., as provided in Article II above, the Architectural Committee shall be appointed by the Board of Directors of the said association.

D. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the DECLARANT as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporation Division. After all Lots are sold and transferred by the DECLARANT, said notice shall be delivered by mail to the Architectural Committee. Three (3) copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side, and rear elevations;
- (2) Exterior finish schedule showing material, style, and color for all surfaces;
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements;
- (4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy; and
- (5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve, approve with conditions, and disapprove plans and specifications for all

Improvements constructed on the Lots is to maintain the value of all Lots and to protect all OWNERS against a diminution of value resulting from construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed Improvements to the Lots;
- (2) General quality in comparison with the existing Improvements to the Lots;
- (3) Location in relation to surrounding Improvements;
- (4) Location in relation to topography;
- (5) Changes in topography; and
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt, fill storage, digging, backfilling, etc., for utility trenches and house construction, the color, and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but are not limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural

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features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

E. If any Improvement is constructed or altered without the prior written approval of the Architectural Committee, the OWNER shall, upon demand of the COMMUNITY, cause such Improvement to be removed, remodeled, or restored in order to comply with the requirements of this Declaration. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorney's fees incurred by the DECLARANT and/or the COMMUNITY. Such costs may also be the basis for an Individual Assessment. The DECLARANT and the COMMUNITY are specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement, the DECLARANT and/or the COMMUNITY shall be entitled to recovery of court costs, expenses, and attorney's fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein, the DECLARANT and/or the COMMUNITY may, in addition to all other remedies contained herein, record against the OWNER'S plot a notice stating that the Improvements on the parcel fail to meet the requirements of this Declaration.

F. The Architectural Committee may impose standards for construction and alteration of improvements which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local development codes. However, the approval, rejection, or withholding of any approval by the Architectural Committee of the plans, proposals, specifications, and the location of all structures, and every alteration of any structure shall not

be construed or interpreted as a representation or determination by the Architectural Committee that any building, plumbing, electrical code, or other applicable governmental regulation or requirement has or has not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of Leon County and any other appropriate governmental agencies prior to commencement of any work or construction. The DECLARANT and/or the COMMUNITY shall be entitled to enter upon any Lot during construction of an Improvement to ensure compliance with approved plans and specifications.

G. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, the Architectural Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any OWNER within OX BOTTOM MANOR or any other party whatsoever due to any mistakes in judgment, negligence, or any action of the DECLARANT, the COMMUNITY, or the Architectural Committee in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

H. The DECLARANT, COMMUNITY, and the Architectural Committee may grant, withhold, or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

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ARTICLE IV

USE RESTRICTIONS

Section 4.01 Access to Other Property

Except for the DECLARANT, no OWNER shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street, or other means or method of access, ingress, or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by an easement, roadway, driveway, or street granted, permitted, or otherwise created by any Owner other than the DECLARANT. The DECLARANT reserves the right to grant such easements or create such roadways upon land or lots owned by the DECLARANT as the DECLARANT, in the DECLARANT's sole discretion, determines necessary, appropriate, or desirable.

Section 4.02 Accessory and Temporary Structures

One detached accessory structure per lot shall be permitted, provided that: (1) its exterior is made of the same material(s) as the primary structure; (2) such accessory structure is located behind the rear corners of the primary structure; and (3) such accessory structure is one story and does not exceed 500 square feet. No temporary structures shall be permitted.

Section 4.03 Antennas and Flagpoles.

No exterior antenna may be installed on any portion of the Properties unless such installation and the size, color, and design of the antenna have been approved by the

Architectural Committee. No satellite-dish or television antenna shall be approved, placed, or permitted to remain on any Lot. A flagpole for display of the American flag shall be permitted if first approved in writing by the Architectural Committee. Both its design and location must be first approved by the Architectural Committee. An approved flagpole shall not be used as an antenna.

Section 4.04 Building, Driveway, and Fence Location and Sight Restrictions

A. Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot nearer to the front property line, rear property line, side street line, or easement line than the minimum building setbacks as specified below:

Front:	40 feet
Rear:	50 feet
Side Interior:	15 feet
Side Corner:	25 feet

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

B. Nothing contained in the Declaration shall prohibit the OWNER of two contiguous lots from building a home on the common boundary of the two lots, provided the front, back, and side setbacks and other requirements herein are met.

C. No driveway shall be located nearer than one (1) foot to an interior Lot line.

D. No fence or wall shall be located nearer to the Front Lot line than the rear of the



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primary building. No fence or wall shall exceed six (6) feet in height. No fence or wall shall be located nearer than two (2) inches to an interior lot line. The location and design of any fence must be approved by the Architectural Committee.

E. The primary and front entrance to each dwelling shall face the street. In the event a Lot has frontage on more than one street, the Architectural Committee shall determine, in its sole discretion, which street shall be deemed to be the front of the Lot.

F. No landscaping or other Improvement which obstructs horizontal sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained at a sufficient height to prevent obstruction of such sight lines.

G. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Section, where strict enforcement will result in unnecessary hardship.

Section 4.05. Clothes Drying Area.

No outdoor clothes drying area shall be allowed unless approved in writing by the Architectural Committee.

Section 4.06. Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the Architectural Committee, would be inharmonious or incongruous with OX BOTTOM MANOR. Any future exterior color changes desired by OWNER must be first approved in writing by the Architectural Committee.

Section 4.07. Common Properties.

Non-roadway common properties including, but not limited to, any park, playground, pool, or pond are for the exclusive use of members of the Association, their immediate families, household guests, occupants, and accompanied guests. Within these areas, no structure or other material shall be placed or permitted to remain which may change the direction, obstruct, or retard the flow of water through drainage channels. No manner of trash or unsightly or offensive material may be situated within twenty-five (25) feet of or on any common property, except by the DECLARANT, and as is temporary and incidental to the bona fide improvements of the area.

Section 4.08. Driveways and Parking Areas.

All driveways, parking areas, and sidewalks shall be constructed of concrete, exposed aggregate, or pavers, as approved by the Architectural Committee. All driveways shall have a minimum width of eight (8) feet. All sidewalks shall have a minimum width of four (4) feet. Black asphalt, gravel, pinestraw mulch, shell, soil cement, clay, or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the



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Properties shall be made in a neat, workmanlike manner. Culverts beneath driveways shall have mitered end walls, unless a standing head wall, which has been approved by the Architectural Committee, is installed. All driveways shall be constructed in a manner that will not alter or interfere with the drainage system within the Properties, nor cause erosion of the soils of any lot or common properties, except at the OWNER'S expense and with the approval of the Architectural Committee.

Section 4.09. Dwelling Size and Height.

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 2,000 square feet of heated and cooled living area for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas, and garages, and at least 1,000 square feet of living area for a dwelling of more than one story, exclusive of patios, terraces, and other areas not under roof, but inclusive of open porches, storage areas, and garages under roof, provided that the floor area of the entire dwelling contains at least 2,000 square feet of heated and cooled living area, exclusive of all open porches, patios, terraces, storage areas, and garages. No dwelling shall exceed two and one-half (2 1/2) stories in height (excluding basements).

Section 4.10. Exterior Finishes and Shutters.

The exterior finish of all foundations shall be stucco or brick. Not less than fifty percent (50%) of the exterior finish of each side of each dwelling unit and accessory structure shall be stucco, brick, or such other material as may be specifically approved by the Architectural

Committee. The exterior finish of each structure shall be consistent in quality, workmanship, and detail on all sides of the structure. Hurricane and storm shutters may be used on a temporary basis, but shall be stored within an enclosed structure.

Section 4.11. Exterior Maintenance.

No weeds, underbrush, or other unsightly growth shall be permitted to grow and remain on any Lot, and no refuse, trash, or other unsightly material shall be placed or permitted to remain on any Lot. Each OWNER shall maintain the landscaping, including the trees, shrubs, and grass within the boundaries of the OWNER'S Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an OWNER fails to maintain or make the repairs or replacements which are the responsibility of such OWNER, the COMMUNITY, after not less than ten (10) days notice to the OWNER, shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the COMMUNITY by such OWNER within ten (10) days after the delivery to the OWNER of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees in the manner provided in Article VI. For the purpose solely of performing the maintenance authorized by this paragraph, the COMMUNITY's agents and employees shall have the right, after reasonable notice to the OWNER, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

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Section 4.12. Exterior Modifications.

No exterior modification to any structure or property unit may be made without the prior written approval of the Architectural Committee.

Section 4.13. Factory Built Structures.

No structure of any kind that is commonly known as "factory built," "modular," or "mobile home" type construction shall be placed or permitted to remain on any Lot.

Section 4.14. Fences, Gateposts, and Walls.

Fences, gateposts, and walls shall be subject to review and approval by the Architectural Committee which, in its sole discretion, may refuse to approve any plan for any fence, gatepost, or wall that is not in harmony with the existing or proposed structure, landscaping, or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing materials allowed. No fence shall be approved with exposed stringers or other structural components which are visible from any adjoining Lot. No gateposts, entrance stanchions, or other decorative fences, posts, or columns shall be allowed, except as part of an approved fence plan.

Section 4.15 Firearms, Fireworks, and Burning.

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, pellet guns, B.B. guns, slings, slingshots, bows and arrows, shall be allowed anywhere on the Properties. The use of fireworks is strictly prohibited throughout the Properties. No

burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the COMMUNITY following specific permitting and approvals by all appropriate authorities.

Section 4.16. Garages and Carports.

Each building shall have a functional garage attached thereto with a capacity of not less than two (2) and not more than four (4) automobiles. Garage and carport entrances shall not face towards the front of the property. The OWNER of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage.

Section 4.17. Garbage and Refuse Disposal.

No Lot 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 any Lot or other part of the Properties, except for vegetative matter used for composting which must be stored within the building set-back lines. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

Section 4.18 Gardens and Crops.

There shall be no planting or maintenance of crops, vegetables, or ornamental plants except for either approved landscaping or domestic purposes. No garden area for crops or



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vegetables shall be visible from any street.

Section 4.19 Heating and Air Conditioning Systems.

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 street or any other Lot. No such equipment shall be located at the front of the structure. Window air-conditioning units shall not be permitted.

Section 4.20 Land Use and Building Type.

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed, or permitted to remain on any Lot other than a detached single-family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. No above-ground swimming pool shall be approved or allowed.

Section 4.21. Mail Boxes.

No mail box, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials shall be erected or located on the Properties unless and until the size, location, and type of material for such boxes or receptacles has been approved by the Architectural Committee. Each OWNER is responsible for maintaining, repairing, and/or replacing such boxes. In the event, an OWNER fails to maintain, repair, and/or replace such boxes, the COMMUNITY is authorized to repair and/or replace such boxes. The expense of

such repairing and/or replacing shall be borne by the OWNER through an individual assessment to the OWNER by the COMMUNITY.

Section 4.22. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person. No obnoxious, unpleasant, or offensive activity including, but not limited to, any activity which may create noxious or unpleasant odor or smell or any undue noise to pose a threat to the health, safety, and quiet enjoyment of residents, shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the COMMUNITY whose decision shall be final.

Section 4.23. 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 4.24. Owner and Member Compliance.

A. The use restrictions and other provisions of this Declaration shall apply not only to OWNERS, and Persons to whom an OWNER has delegated his or her right of use to any

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COMMUNITY Common Area or property, if any is created, but also to any other Person occupying an OWNER'S Lot under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied, licensees, invitees, or guests.

B. Failure of an OWNER to notify any Person of the existence of the use restrictions and other provisions of this Declaration shall not in any way act to limit or divest the right of the DECLARANT or the COMMUNITY to enforce the provisions of this Declaration. The OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees, and invitees of his tenants.

Section 4.25. Pets and Animals.

A. With the exception of domestic dogs, cats, and other commonly accepted household pets, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. No more than two (2) commonly accepted household pets shall be kept on any Lot without the approval of the COMMUNITY. All commonly accepted household pets shall be contained on the OWNER'S Lot and shall not be permitted to roam freely.

B. The OWNER of such commonly accepted household pets shall maintain all such pets, pens, and structures intended for their use, in a clean and sanitary manner, and in a manner which does not create a nuisance to other owners. In furtherance and not in limitation of the foregoing, the OWNER of commonly accepted household pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse, or other structure intended for a commonly accepted household pet shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee.

C. Commercial activities involving pets and animals, including domestic dogs, cats, and other commonly accepted household pets, is prohibited.

Section 4.26. Roofs.

Roofs shall have a minimum of six (6) in twelve (12) slope and shall be constructed of plat or barrel tile, hand sawn or split cedar shakes or shingles, slate or asphalt or fiberglass shingles, all as defined by common usage in Leon County, or any other material for roofing surfaces as may be approved by the Architectural Committee, in its sole discretion. No flat roofs shall be permitted.

Section 4.27. Signs.

No signs of any kind shall be displayed to the public view on any Lot or structure except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by DECLARANT to advertise Lots for sale. Notwithstanding the foregoing, the DECLARANT shall have the right to use such signs as the DECLARANT deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

Section 4.28. Sports and Play Equipment.

Sports and play equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street, unless otherwise authorized by the Architectural Committee.

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Section 4.29. Subdivision of Lot.

No Lot shall be re-subdivided after the Lot has been conveyed by the DECLARANT. This provision shall not, however, be construed to prohibit the DECLARANT from re-subdividing any Lot or otherwise altering the boundaries of Lots owned by the DECLARANT or to prohibit any OWNER from conveying any part of his Lot to the OWNER of an adjacent Lot, provided that the DECLARANT has approved such conveyance in writing. Such approval shall be in the sole discretion of the DECLARANT.

Section 4.30. Tanks.

No tank for the storage of fuel, water, or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

Section 4.31. Trailers, Boats, Recreational Vehicles, and Activities.

A. No trailer, motorcycle, van, plane, or inoperable motor vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken except within an enclosed garage.

B. No two (2), three (3), or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties. The COMMUNITY may approve certain motorized vehicles designed so as not to disturb the

neighborhood, such as electric golf carts, for transportation.

C. Any recreational vehicle, boat, camper, or motor home shall be parked to the rear of the dwelling in a manner in which it shall be shielded and hidden so that the recreational vehicle, boat, camper, or motor home shall not be readily visible from any street or any other Lot.

Section 4.32. Tree Removal or Damage.

The OWNER shall at all times protect against any direct or indirect damage to all vegetation, trees, and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee.

Section 4.33. Utility Connections and Solar Collectors.

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television, and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design, and construction of the devise or system are approved by the Architectural Committee.

Section 4.34. Water Supply and Sewage Disposal.

No individual water supply system of any type shall be permitted on any Lot unless

Declaration of Covenants, Conditions,
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Unit II, Phases 3B, 4A, and 4B

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specifically approved in writing by the Architectural Committee. No individual sewage disposal system shall be permitted on any Lot. During any period of the construction of improvements to any Lot, the OWNER of the Lot shall require the contractor to provide temporary toilet facilities for the workers.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS

Section 5.01. Time for Completion.

The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless: (1) a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the Improvements; or (2) such completion is impossible or would result in great hardship to the OWNER or builder due to strikes, fires, floods, lightning, earthquakes, or other casualties. notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one (1) year after the construction of such residence or detached building shall have been commenced.

Section 5.02. Destruction.

In the event any Improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction.

Section 5.03. Occupancy.

Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot, and the approved landscaping plan must be implemented.

Section 5.04. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or other materials or devices used for building purposes shall be placed, stored, or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe, or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 5.05. Trees.

The Architectural Committee may specify specimen trees on particular Lots to be protected by the OWNER during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the OWNER thereof.



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ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the OWNERS of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any (10) year period. This Declaration may be amended by the DECLARANT, at its sole discretion, for as long as the DECLARANT owns a Lot. After all Lots are sold and transferred by the DECLARANT, this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the OWNERS. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 6.02. Annexation.

Additional residential property and common areas may be annexed to the Properties at the sole discretion of the DECLARANT. Any such annexation shall subject said land to these Covenants, Conditions, and Restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations, and duties as the Owners of the Lots described in this Declaration.

Section 6.03 Authority of COMMUNITY Once DECLARANT Does Not Possess a Lot for Development.

Except as otherwise limited, the COMMUNITY shall have all of the authority, rights, and enforcement power provided by this Declaration to the DECLARANT once the DECLARANT no longer possesses any Lots for development.

Section 6.04. Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 6.05. Development by DECLARANT.

No provisions contained herein shall prevent DECLARANT, or DECLARANT's contractors or subcontractors, from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the DECLARANT from maintaining such sign or signs on the Properties as DECLARANT deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional.



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Section 6.06. Enforcement.

The DECLARANT, and/or the COMMUNITY shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The failure of the DECLARANT and/or the COMMUNITY to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to an award of attorneys' fees and costs.

Section 6.07. FHA/VA Approval.

As long as there are outstanding mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 6.08. Gender.

Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed all genders.

Section 6.09. Intent.

The DECLARANT intends that both this Declaration and the Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor be read together for purposes of implementation of the restrictions and covenants in each. The DECLARANT intends that the

Declarations be utilized together for purposes of providing the DECLARANT and the COMMUNITY maximum powers to preserve and protect the special character and nature of OX BOTTOM MANOR. The DECLARANT further intends that the Declarations be considered as one document. The omission of any remedy or provision in one of the Declarations which is included in the other of the Declarations shall not be deemed to be an intentional omission which is fatal to carrying out the purposes of the one of the Declarations in which such remedy or provision is included. The remedies and provisions of each of the Declarations shall be cumulative and in addition to the remedies and provisions of the other of the Declarations.

Section 6.10. Nonliability of DECLARANT and COMMUNITY.

Neither the DECLARANT nor the COMMUNITY shall, in any way or manner, be held liable or responsible for any violation of these Covenants, Conditions, Restrictions, or other provision by any person other than itself.

Section 6.11. Notices.

A. To DECLARANT. Notice to the DECLARANT as may be required herein shall be in writing and delivered or mailed to the DECLARANT at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by DECLARANT.

B. To COMMUNITY. Notice to the COMMUNITY as may be required herein shall be in writing and delivered or mailed to the COMMUNITY at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated

Declaration of Covenants, Conditions,
and Restrictions for Ox Bottom Manor,
Unit II, Phases 3B, 4A, and 4B

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by the COMMUNITY.

C. To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Leon County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed recorded in the Public Records of Leon County, Florida.

Section 6.12. Other Documents.

The DECLARANT, the COMMUNITY, or other entity provided for herein, or in any applicable recorded instrument, shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers, or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

Section 6.13. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.14. Variances.

The DECLARANT, as long as the DECLARANT owns any Lot, shall have the right to grant variances from any covenant, condition, or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the DECLARANT.

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

WITNESSES:

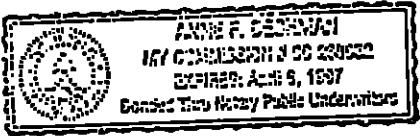
Grace F. Dechner
Grace F. Dechner

Grace R. Young
Grace R. Young
STATE OF FLORIDA)
SS:
COUNTY OF LEON)

MARKETPRICE PROPERTIES, INC.
a Florida corporation

By: *Mark A. Conner*
Its: President

The foregoing instrument was acknowledged before me this 3rd day of February, 1995, by Mark A. Conner as President of Marketprice Properties, Inc., a Florida corporation, on behalf of the corporation.



Anne F. Dechner
NOTARY PUBLIC
My Commission Expires: 4/6/97

Declaration of Covenants, Conditions,
and Restrictions for Ox Bottom Manor,
Unit II, Phases 3B, 4A, and 4B

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BROWARD P. DAVIS, PLS, RLS
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RUFUS L. DICKEY, PLS
LEE F. DOWLING, PLS, RLS

EXHIBIT "B"



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RICHARD L. WHITE, PLS
ROGER V. WYNN, EI

NEVINS C. SMITH, PE.
SPECIAL CONSULTANT

February 3, 1995

OX BOTTOM MANOR UNIT 2, PHASE 4A

Begin at a concrete monument marking the Southeast corner of Lot 4 block "O" as per map or plat thereof recorded in plat book 11, page 8 of the public records of Leon county, Florida and run thence South 56 degrees 05 minutes 22 seconds East 366.64 feet to a concrete monument (LB #732), thence South 63 degrees 19 minutes 28 seconds East 130.80 feet to a concrete monument (LB #732), thence South 67 degrees 51 minutes 59 seconds East 130.67 feet to a concrete monument (LB #732), thence South 07 degrees 13 minutes 56 seconds East 758.18 feet to a concrete monument (LB #732), thence South 78 degrees 11 minutes 08 seconds East 166.84 feet to a concrete monument (LB #732), thence South 58 degrees 30 minutes 42 seconds East 266.07 feet to a concrete monument (LB #732), thence South 52 degrees 13 minutes 49 seconds East 167.07 feet to a concrete monument (LB #732), thence South 70 degrees 30 minutes 55 seconds East 175.81 feet to a concrete monument (LB #732), thence North 80 degrees 23 minutes 45 seconds East 125.90 feet to a concrete monument (LB #732), thence North 83 degrees 25 minutes 10 seconds East 125.90 to a concrete monument (LB #732), thence North 86 degrees 26 minutes 34 seconds East 125.90 feet to a concrete monument (LB #732), thence North 88 degrees 59 minutes 04 seconds East 120.16 feet to a concrete monument (LB #732), thence North 84 degrees 54 minutes 48 seconds East 108.19 feet to a concrete monument (LB #732), thence North 78 degrees 44 minutes 05 seconds East 108.19 feet to a concrete monument (LB #732), thence North 72 degrees 33 minutes 22 seconds East 108.19 feet to a concrete monument (LB #732), thence North 66 degrees 22 minutes 40 seconds East 108.19 feet to a concrete monument (LB #732), thence North 60 degrees 11 minutes 57 seconds East 108.19 feet to a concrete monument (LB #732), thence North 54 degrees 01 minutes 14 seconds East 108.19 feet to a concrete monument (LB #732), thence North 47 degrees 50 minutes 32 seconds East 108.19 feet to a concrete monument (LB #732), thence North 41 degrees 39 minutes 49 seconds East 108.19 feet to a concrete monument (LB #732), thence North 35 degrees 29 minutes 06 seconds East 108.19 feet to a concrete monument (LB #732), thence North 29 degrees 28 minutes 47 seconds East 110.41 feet to a concrete monument (LB #732), thence North 24 degrees 57 minutes 17 seconds East 230.50 feet to a concrete monument (LB #732), thence North 19 degrees 57 minutes 54 seconds East 624.28 feet to a concrete monument (LB #732) lying on the North right-of-way boundary of Thornberg Drive (62.00 r.o.w.), thence leaving said right-of-way boundary run South 81 degrees 56 minutes 31 seconds East 14.81 feet to a concrete monument (LB

#732), thence leaving said north right-of-way boundary run North 08 degrees 03 minutes 29 seconds East 126.73 feet to a concrete monument (LB #732), thence North 03 degrees 20 minutes 15 seconds West 97.66 feet to a concrete monument (LB #732), thence North 19 degrees 51 minutes 13 seconds West 97.67 feet to a concrete monument (LB #732), thence North 40 degrees 08 minutes 27 seconds West 105.41 feet to a concrete monument (LB #732), thence North 32 degrees 17 minutes 50 seconds West 121.93 feet to a concrete monument (LB #732), thence North 47 degrees 48 minutes 12 seconds West 122.01 feet to a concrete monument (LB #732), thence North 63 degrees 18 minutes 35 seconds West 122.01 feet to a concrete monument (LB #732), thence North 78 degrees 48 minutes 57 seconds West 122.01 feet to a concrete monument (LB #732), thence South 85 degrees 39 minutes 12 seconds West 127.33 feet to a concrete monument (LB #732), thence South 84 degrees 40 minutes 56 seconds West 162.33 feet to a concrete monument (LB #732), thence North 87 degrees 52 minutes 20 seconds West 162.33 feet to a concrete monument (LB #732), thence North 80 degrees 25 minutes 35 seconds West 162.33 feet to a concrete monument (LB #732), thence North 72 degrees 58 minutes 50 seconds West 162.33 feet to a concrete monument (LB #732), thence North 65 degrees 32 minutes 05 seconds West 113.23 feet to a concrete monument (LB #732), thence South 24 degrees 17 minutes 58 seconds West 344.86 feet to a concrete monument (LB #732), thence North 65 degrees 42 minutes 02 seconds West 272.00 feet to a concrete monument (LB #732) lying on the West right-of-way boundary of Glasgow Drive (62.00 foot r.o.w.), thence North 24 degrees 17 minutes 58 seconds East along said West right-of-way boundary a distance of 26.80 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 65 degrees 42 minutes 02 seconds West along said right-of-way boundary a distance of 204.00 feet to a concrete monument (LB #732), thence South 24 degrees 17 minutes 58 seconds West 138.52 feet to a concrete monument (LB #732), thence North 65 degrees 42 minutes 02 seconds West 266.00 feet to a concrete monument (LB #732) lying on the West right-of-way boundary of Sinkola Drive (62.00 foot r.o.w.), thence North 24 degrees 17 minutes 58 seconds East along said right-of-way boundary a distance of 17.07 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 65 degrees 42 minutes 02 seconds West 204.00 feet to a concrete monument (LB #732), thence South 24 degrees 17 minutes 58 seconds West 701.95 feet to a concrete monument (LB #732) lying on the Northerly right-of-way boundary of Thornberg Drive (62.00 foot r.o.w.), thence North 56 degrees 05 minutes 22 seconds West along said right-of-way boundary a distance of 181.56 feet to a concrete monument (LB #732), thence leaving said Northerly right-of-way boundary run South 33 degrees 54 minutes 38 seconds West 62.00 feet to a concrete monument (LB #732) lying on Southerly right-of-way boundary of said Thornberg Drive (62.00 foot r.o.w.), thence North 56 degrees 05 minutes 22 seconds West along said right-of-way boundary a distance of 36.49 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run South 33 degrees 54 minutes 38 seconds West 220.00 feet to the POINT OF BEGINNING.

Containing 102.577 Acres more or less.



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RUFUS L. DICKEY, PLS
LEE F. DOWLING, PLS, PLS

EXHIBIT "B"



February 3, 1995

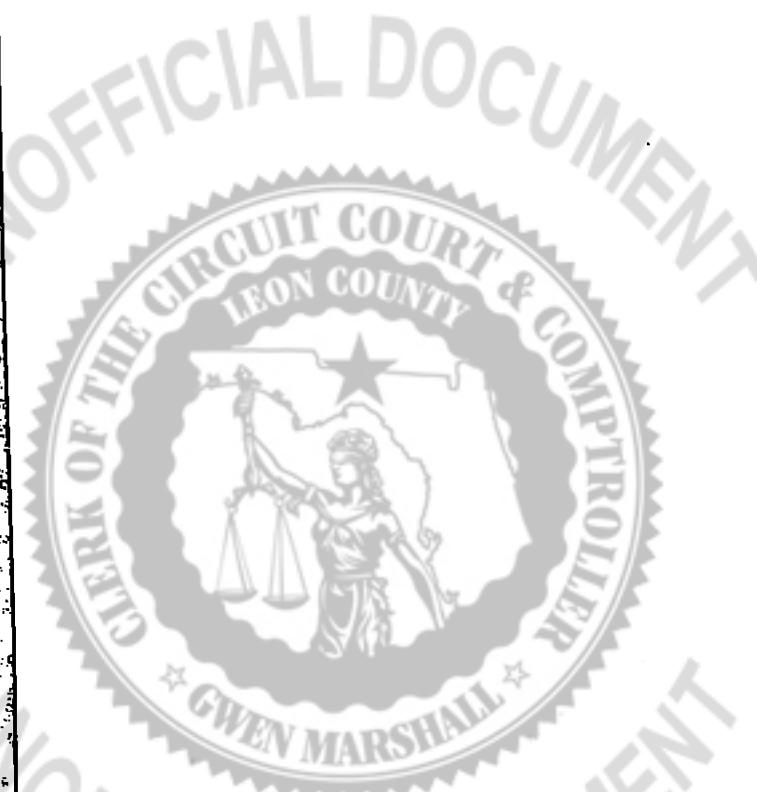
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RICHARD L. WHITE, PLS
ROGER V. WYNN, EI

NEVINS C. SMITH, PE,
SPECIAL CONSULTANT

OX BOTTOM MANOR UNIT II, PHASE 4B

Commence at the Northeast corner of Lot 1 Block "I" of Ox Bottom Manor Unit II, Phase 2A & 2B as recorded in plat book 11, page 8 of the public records of Leon county, Florida and run thence South 89 degrees 31 minutes 07 seconds East 2626.35 feet to a concrete monument (LB #732) lying on the Easterly right-of-way boundary of Nester Drive (62.00 foot r.o.w.), thence South 01 degrees 25 minutes 54 seconds East along said Easterly right-of-way boundary a distance of 173.88 feet to a concrete monument (LB #732) marking a point of curve to the left, thence along said right-of-way curve with a radius of 30.00 feet, through a central angle of 84 degrees 24 minutes 46 seconds, for an arc distance of 44.20 feet, (the chord of said arc being South 43 degrees 38 minutes 17 seconds East 40.31 feet) to a concrete monument (LB #732) marking a point of intersection of said Easterly right-of-way boundary with the Northerly right-of-way boundary of Belgrand Drive (62.00 foot r.o.w.), thence South 00 degrees 20 minutes 39 seconds West 62.17 feet to a concrete monument (LB #732), lying on the Southerly right-of-way boundary of said Belgrand Drive (62.00 foot r.o.w.), thence leaving said right-of-way boundary run South 05 degrees 02 minutes 45 seconds West 146.03 feet to a concrete monument (LB #732), thence South 61 degrees 30 minutes 09 seconds East 77.86 feet to a concrete monument (LB #732), thence South 25 degrees 21 minutes 42 seconds East 75.07 feet to a concrete monument (LB #732), thence South 01 degrees 46 minutes 28 seconds East 113.29 feet to a concrete monument (LB #732), thence South 04 degrees 28 minutes 34 seconds West 129.20 feet to a concrete monument (LB #732), thence South 12 degrees 26 minutes 07 seconds West 135.18 feet to a concrete monument (LB #732), thence South 14 degrees 52 minutes 07 seconds East 131.97 feet to a concrete monument (LB #732), thence South 85 degrees 31 minutes 26 seconds East 119.00 feet to a concrete monument (LB #732), thence South 04 degrees 28 minutes 34 seconds West 198.25 feet to a concrete monument (LB #732) marking a point of curve to the right, thence along said curve with a radius of 30.00 feet, through a central angle of 105 degrees 44 minutes 06 seconds, for an arc distance of 55.36 feet (the chord of said arc being South 57 degrees 20 minutes 37 seconds West 47.83 feet) to a concrete monument (LB #732) marking a point of curve concave to the Northeasterly, thence along said curve with a radius of 266.00 feet, through a central angle of 07 degrees 38 minutes 51 seconds, for an arc distance of 35.50 feet (the chord of said arc being North 65 degrees 57 minutes 55 seconds West 35.48 feet) to a concrete monument (LB #732) lying on the

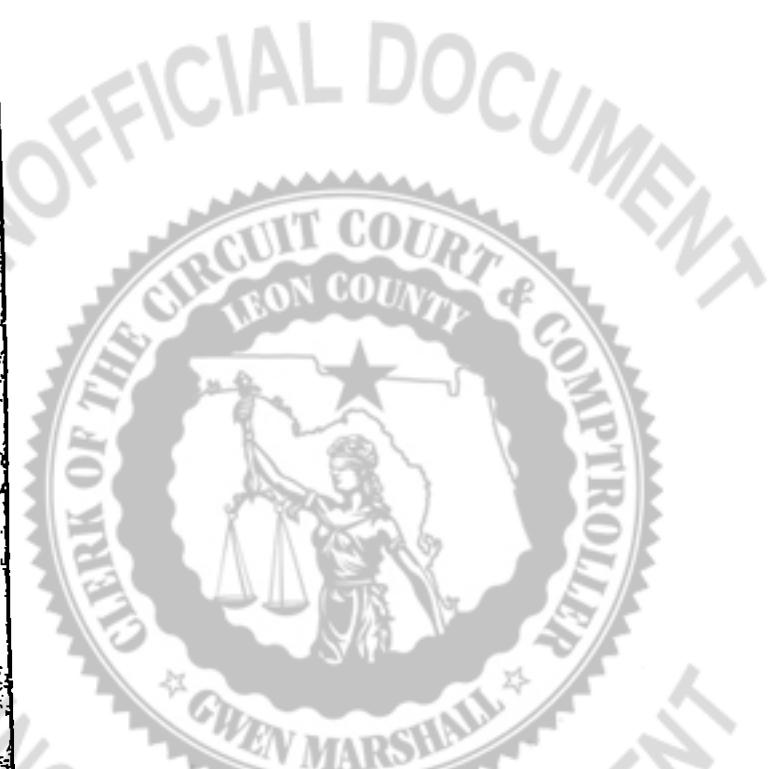
Northeasterly right-of-way boundary of San Martin Drive (62.00 foot r.o.w.), thence leaving said Northeasterly right-of-way run South 27 degrees 51 minutes 31 seconds West 356.67 feet to a concrete monument (LB #732), thence South 65 degrees 13 minutes 01 seconds West 293.30 feet to a concrete monument (LB #732) marking a point of curve concave to the Southwesterly said point also lying on the Southwesterly right-of-way boundary of Meadow Ridge Drive, thence along said right-of-way curve with a radius of 560.00 feet, through a central angle of 00 degrees 52 minutes 05 seconds, for an arc distance of 8.48 feet (the chord of said arc being South 12 degrees 01 minutes 46 seconds East 8.48 feet) to a concrete monument (LB #732), thence leaving said right-of-way boundary run South 78 degrees 24 minutes 18 seconds West 220.00 feet to a concrete monument (LB #732), thence North 19 degrees 51 minutes 13 seconds West 97.67 feet to a concrete monument (LB #732), thence North 40 degrees 08 minutes 27 seconds West 105.41 feet to a concrete monument (LB #732), thence North 32 degrees 17 minutes 50 seconds West 121.93 feet to a concrete monument (LB #732), thence North 47 degrees 48 minutes 12 seconds West 122.01 feet to a concrete monument (LB #732), thence North 63 degrees 18 minutes 35 seconds West 122.01 feet to a concrete monument (LB #732), thence North 78 degrees 48 minutes 57 seconds West 122.01 feet to concrete monument (LB #732), thence South 85 degrees 39 minutes 12 seconds West 127.33 feet to a concrete monument (LB #732), thence South 84 degrees 40 minutes 56 seconds West 162.33 feet to a concrete monument (LB #732), thence North 87 degrees 52 minutes 20 seconds West 162.33 feet to a concrete monument (LB #732), thence North 80 degrees 25 minutes 35 seconds West 162.33 feet to a concrete monument (LB #732), thence North 72 degrees 58 minutes 50 seconds West 162.33 feet to a concrete monument (LB #732), thence North 65 degrees 32 minutes 05 seconds West 113.23 feet to a concrete monument (LB #732), thence South 24 degrees 17 minutes 58 seconds West 344.86 feet to a concrete monument (LB #732), thence North 65 degrees 42 minutes 02 seconds West 272.00 feet to a concrete monument (LB #732) lying on the Northwesterly right-of-way boundary of Glasgow Drive (62.00 foot r.o.w.), thence North 24 degrees 17 minutes 57 seconds East along said right-of-way boundary a distance of 26.79 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 65 degrees 42 minutes 02 seconds West 204.00 feet to a concrete monument (LB #732), thence South 24 degrees 17 minutes 58 seconds West 138.52 feet to a concrete monument (LB #732), thence North 65 degrees 42 minutes 02 seconds West 266.00 feet to a concrete monument (LB #732) lying on the Northwesterly right-of-way boundary of Sinkola Drive (62.00 foot r.o.w.), thence North 24 degrees 17 minutes 58 seconds East along said right-of-way boundary a distance of 17.07 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 65 degrees 42 minutes 02 seconds West 204.00 feet to a concrete monument (LB #732), thence North 24 degrees 17 minutes 58 seconds East 132.94 feet to a concrete monument (LB #732), thence North 65 degrees 42 minutes 02 seconds West 202.38 feet to a concrete monument (LB #732), marking a point of curve to the right, thence along said curve with a radius of 272.00 feet, through a central angle of 07 degrees 37 minutes 41 seconds, for an arc



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distance of 36.21 feet (the chord of said arc being North 34 degrees 21 minutes 48 seconds East 36.19 feet) to a concrete monument (LB #732) lying on the Southeasterly right-of-way boundary of Pickney Hill Road, thence leaving said right-of-way boundary run North 51 degrees 49 minutes 36 seconds West 279.20 feet to a concrete monument (LB #732), thence North 24 degrees 44 minutes 19 seconds East 28.86 feet to a concrete monument (LB #732), thence north 48 degrees 02 minutes 39 seconds East 190.31 feet to a concrete monument (LB #732), thence North 75 degrees 58 minutes 55 seconds East 218.24 feet to a concrete monument (LB #732), thence North 02 degrees 42 minutes 25 seconds East 209.69 feet to a concrete monument (LB #732), lying on the Southerly right-of-way boundary of Meadow Ridge Drive (80.00 foot r.o.w.), thence North 29 degrees 53 minutes 02 seconds East 89.11 feet to a concrete monument (LB #732) lying on the Northerly right-of-way boundary of said Meadow Ridge Drive (80.00 foot r.o.w.), said point also marking a point of curve to the right, thence along said right-of-way curve with a radius of 1141.24 feet, through a central angle of 05 degrees 52 minutes 16 seconds, for an arc distance of 116.94 feet (the chord of said arc being South 82 degrees 18 minutes 49 seconds East 116.89 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 10 degrees 37 minutes 20 seconds East 342.61 feet to the POINT OF BEGINNING.

Containing 96.531 Acres more or less.



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LEE F. DOWLING, PLS, RLS

EXHIBIT "B"



February 3, 1995

TOM R. GREEN, PLS
DAVID M. HAIGHT, AICP
WALTER A. JOHNSON, PLS, PE
STEVEN P. PALMER, EI
RICHARD L. WHITE, PLS
ROGER V. WYNN, EI

NEVINS C. SMITH, PE.
SPECIAL CONSULTANT

OX BOTTOM MANOR UNIT 2, PHASE 4A
LOTS 10-18, BLOCK "P"
LOTS 3-15, BLOCK "R"

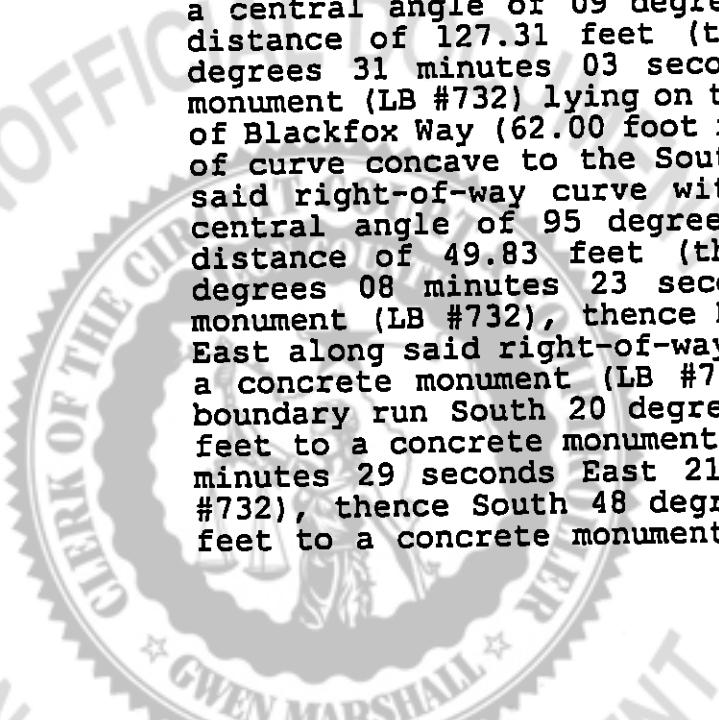
Begin at a concrete monument marking the Southeast corner of Lot 4 block "O" as per map or plat thereof recorded in plat book 11, page 8 of the public records of Leon county, Florida and run thence North 56 degrees 05 minutes 22 seconds West 240.00 feet to a concrete monument (LB #732), thence South 33 degrees 54 minutes 38 seconds West 166.75 feet to a concrete monument (LB #732), thence North 46 degrees 23 minutes 29 seconds West 284.87 feet to a concrete monument (LB #732) lying on the Southeasterly right-of-way boundary of Meadow Ridge Drive (80.00 foot r.o.w.), said point also marking a point of curve concave to the Northwesterly, thence Southwesterly along said right-of-way curve with a radius of 2165.00 feet, through a central angle of 02 degrees 43 minutes 32 seconds, for an arc distance of 102.99 feet (the chord of said arc being South 44 degrees 58 minutes 17 seconds West 102.98 feet) to a concrete monument (LB #732), thence leaving said Southeasterly right-of-way boundary run South 43 degrees 39 minutes 57 seconds East 149.00 feet to a concrete monument (LB #732), thence South 55 degrees 43 minutes 44 seconds West 219.78 feet to a concrete monument (LB #732) lying on the Northeasterly right-of-way boundary of Blackfox Way (62.00 foot r.o.w.) said point also marking a point of curve concave to the Southwesterly, thence Northwesterly along said right-of-way curve with a radius of 334.00 feet, through a central angle of 03 degrees 07 minutes 08 seconds, for an arc distance of 18.18 feet (the chord of said arc being North 35 degrees 49 minutes 50 seconds West 18.18 feet) to a concrete monument (LB #732), thence North 37 degrees 23 minutes 24 seconds West along said right-of-way boundary a distance of 75.93 feet to a concrete monument (LB #732) said point also marking a point of curve to the right, thence along said right-of-way curve with a radius of 30.00 feet, through a central angle of 88 degrees 19 minutes 45 seconds, for an arc distance of 46.25 feet (the chord of said arc being North 06 degrees 46 minutes 29 seconds East 41.80 feet) to a concrete monument (LB #732) lying on the Southeasterly right-of-way boundary of Meadow Ridge Drive (80.00 foot r.o.w.) said point also marking a point of curve concave to the Northwesterly, thence Southwesterly along said right-of-way curve with a radius of 2165.00 feet, through a central angle of 03 degrees 11 minutes 06 seconds, for an arc distance of 120.35 feet (the chord of said arc being South 52 degrees 31 minutes 54 seconds West 120.33 feet) to a concrete monument (LB #732) said point also marking a point of curve concave to the Southeast lying on the

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OR 1 195 PG 2001

Southerly right-of-way boundary of Blackfox Way (62.00 foot r.o.w.), thence Northeasterly along said right-of-way curve with a radius of 30.00 feet, through a central angle of 88 degrees 29 minutes 09 seconds, for an arc distance of 46.33 feet (the chord of said arc being South 81 degrees 37 minutes 58 seconds East 41.86 feet) to a concrete monument (LB #732), thence South 37 degrees 23 minutes 24 seconds East along said right-of-way boundary a distance of 75.77 feet to a concrete monument (LB #732) said point also marking a point of curve to the right, thence along said right-of-way curve with a radius of 272.00 feet, through a central angle of 15 degrees 18 minutes 50 seconds, for an arc distance of 72.70 feet (the chord of said arc being South 29 degrees 43 minutes 58 seconds East 72.48 feet) to a concrete monument (LB #732), thence leaving said right-of-way boundary run South 55 degrees 58 minutes 51 seconds West 155.10 feet to a concrete monument (LB #732), thence South 39 degrees 34 minutes 17 seconds West 167.16 feet to a concrete monument (LB #732), thence South 41 degrees 16 minutes 57 seconds West 260.00 feet to a concrete monument (LB #732), thence South 26 degrees 54 minutes 20 seconds West 305.54 feet to a concrete monument (LB #732), thence South 20 degrees 53 minutes 04 seconds West 118.81 feet to a concrete monument (LB #732), thence South 04 degrees 01 minutes 48 seconds West 125.00 feet to a concrete monument (LB #732), thence South 20 degrees 16 minutes 28 seconds East 132.00 feet to a concrete monument (LB #732) lying on the Northwesterly right-of-way boundary of Blackfox Way (62.00 foot r.o.w.), thence South 69 degrees 43 minutes 32 seconds West along said right-of-way boundary a distance of 201.49 feet to a concrete monument (LB #732) marking a point of curve to the right, thence along said right-of-way curve with a radius of 30.00 feet, through a central angle of 94 degrees 41 minutes 09 seconds, for an arc distance of 49.58 feet (the chord of said arc being North 62 degrees 55 minutes 54 seconds West 44.13 feet) to a concrete monument (LB #732) lying on the Northeasterly right-of-way boundary of Meadow Ridge Drive (80.00 foot r.o.w.) said point also marking a point of curve concave to the Northeasterly, thence Southeasterly along said right-of-way curve with a radius of 740.00 feet, through a central angle of 09 degrees 51 minutes 27 seconds, for an arc distance of 127.31 feet (the chord of said arc being South 20 degrees 31 minutes 03 seconds East 127.16 feet) to a concrete monument (LB #732) lying on the Northeasterly right-of-way boundary of Blackfox Way (62.00 foot r.o.w.) said point also marking a point of curve concave to the Southeasterly, thence Northeasterly along said right-of-way curve with a radius of 30.00 feet, through a central angle of 95 degrees 10 minutes 18 seconds, for an arc distance of 49.83 feet (the chord of said arc being North 22 degrees 08 minutes 23 seconds East 44.30 feet) to a concrete monument (LB #732), thence North 69 degrees 43 minutes 32 seconds East along said right-of-way boundary a distance of 213.99 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run South 20 degrees 16 minutes 28 seconds East 160.25 feet to a concrete monument (LB #732), thence South 41 degrees 46 minutes 29 seconds East 215.00 feet to a concrete monument (LB #732), thence South 48 degrees 13 minutes 31 seconds West 210.00 feet to a concrete monument (LB #732) lying on the Northeasterly



right-of-way boundary of Meadow Ridge Drive (80.00 foot r.o.w.), thence South 41 degrees 46 minutes 29 seconds East along said right-of-way boundary a distance of 165.16 feet to a concrete monument (LB #732), thence leaving said right-of-way boundary run North 48 degrees 13 minutes 31 seconds East 534.96 feet to a concrete monument (LB #732), thence North 73 degrees 33 minutes 40 seconds East 165.26 feet to a concrete monument (LB #732), thence South 88 degrees 16 minutes 13 seconds East 165.71 feet to a concrete monument (LB #732), thence South 76 degrees 22 minutes 08 seconds East 71.05 feet to a concrete monument (LB #732), thence North 57 degrees 36 minutes 31 seconds East 666.93 feet to a concrete monument (LB #732), thence North 70 degrees 21 minutes 50 seconds East 165.89 feet to a concrete monument (LB #732), thence North 87 degrees 01 minutes 21 seconds East 165.71 feet to a concrete monument (LB #732), thence North 07 degrees 13 minutes 56 seconds West 758.18 feet to a concrete monument (LB #732), thence North 67 degrees 51 minutes 59 seconds West 130.67 feet to a concrete monument (LB #732), thence North 63 degrees 19 minutes 28 seconds West 130.80 feet to a concrete monument (LB #732), thence North 56 degrees 05 minutes 22 seconds West 366.64 feet to the POINT OF BEGINNING.

Containing 50.986 Acres more or less.

