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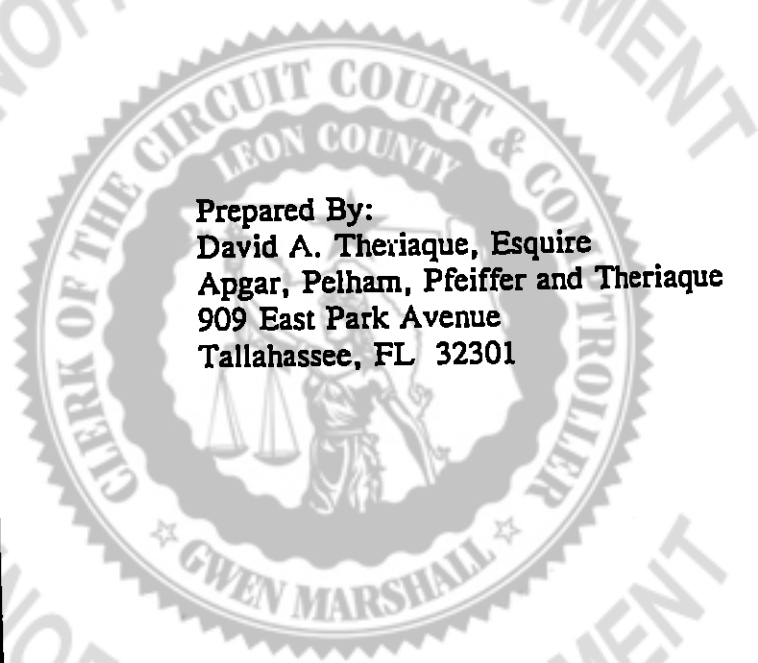
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DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

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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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."

WITNESSETH:

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

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



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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

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)

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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.

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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.



