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RECORDED IN THE PUBLIC RECORDS

DECLARATION OF USE RESTRICTIONS

1352PM1239

FOR
OX BOTTOM MANOR

DEC 9 3 23 PM '88

FRANCIS J. FRIED
CLERK OF CIRCUIT COURT

THIS DECLARATION is made this 30th day of November, 1988, by OX BOTTOM MANOR, INC., hereinafter called "DECLARANT."

W I T N E S S E T H :

WHEREAS, DECLARANT is the developer of a new subdivision development in Leon County, Florida, known as OX BOTTOM MANOR and desires to create a quality planned subdivision; and

WHEREAS, DECLARANT is desirous of imposing certain use restrictions on the lands in OX BOTTOM MANOR, as specifically set forth herein, and may in the future elect to subject additional lands to this Declaration and to amend this Declaration with respect to such additional lands.

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of The Properties and Improvements thereon and to this end desires to subject The Properties, together with such additions as may hereafter be made thereto, in accordance with the provisions hereof, to the restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of said property and each OWNER thereof; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents set forth herein, DECLARANT has caused to be incorporated under the laws of the State of Florida a community services association, OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the COMMUNITY), a nonprofit corporation; and

WHEREAS, DECLARANT may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without OX BOTTOM MANOR, to the COMMUNITY, and the COMMUNITY must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members and their families, tenants and guests, as determined by DECLARANT.

NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be

binding upon the undersigned, and on all Persons gaining title through the undersigned.

ARTICLE I
DEFINITIONS

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Section 1.01. "Assessment" shall mean and refer to those charges made by the COMMUNITY from time to time against each Plot within The Properties for the purpose set forth herein.

Section 1.02. "Reserved".

Section 1.03. "OX BOTTOM MANOR shall mean and refer to those certain lands, located in OX BOTTOM MANOR, containing approximately 110.77 acres within the boundaries of the plat or subdivision recorded in the Public Records of Leon County, Florida, at Plat Book 10, Page 9 (a) through 9 (f), inclusive, as more fully described in Exhibit A.

Section 1.04. "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 1.05. "COMMUNITY" shall mean and refer to OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 1.06. "DECLARANT" shall mean and refer to OX BOTTOM MANOR, INC., a Florida corporation, with a place of business in Leon County, Florida, its successors or the assigns of any or all of its rights under this Declaration.

Section 1.07. "Declaration" shall mean and refer to this document entitled DECLARATION OF USE RESTRICTIONS and the Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor, recorded at O.R. Book 1353, Page 108, of the Public Records of Leon County, Florida, as the context requires and as the same may be amended from time to time.

Section 1.08. "Reserved".

Section 1.09. "Governing Documents" shall mean in the case of the COMMUNITY, this Declaration, any Supplementary Declaration and the Articles of Incorporation of the COMMUNITY.

Section 1.10. "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. DR1352#1241

Section 1.11. "OWNER" shall mean and refer to a record OWNER of fee simple title to any Plot located within The Properties, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

Section 1.12. "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 1.13. "Plot" shall mean and refer to a platted lot, a platted parcel, a tract of land which has been fractionalized by the DECLARANT, a condominium unit together with the undivided share of the common elements which are appurtenant to the Unit or to any quantity of land, including any Improvements thereon capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a Unit and which is the smallest undivided Unit of ownership of any point in time.

Section 1.14. "Property Unit" shall mean and refer to Residential property, any dwelling unit intended for occupancy by one family or household.

Section 1.15. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.16. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.17. "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 1.18. "The Properties" shall mean and refer to all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article III hereof.

Section 1.19. "Unimproved Plot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.20. "Unit" shall mean and refer to: **1352M1242**

(a) An improved Plot for a single family dwelling, or

(b) A portion of a building designated for separate ownership having delineated boundaries and being located on an improved Plot, or

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

(d) A portion of an Unimproved Plot 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

DECLARANT'S RIGHTS AND POWERS

Section 2.01. Ox Bottom Manor.

DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to impose the restrictions specifically set forth herein on the lands in Ox Bottom Manor, by recording an instrument subjecting such lands to this Declaration. DECLARANT shall also have the right and the power to subject additional lands within Ox Bottom Manor which may be added, from time to time, to the Properties, to this Declaration and to amend this Declaration with respect to such additional lands. DECLARANT shall also have the right and power to determine what uses may be permitted of Ox Bottom Manor, Unit One, and OX BOTTOM MANOR.

Section 2.02. Additions of Land.

A. Any addition of land shall be made by recording an instrument which adds such lands to OX BOTTOM MANOR. The same shall not create nor shall it impose any duty or obligation on the DECLARANT to subject such additional lands to any use restriction or other provision of this Declaration, but in the event the DECLARANT so elects, it may subject such additional land to the provisions of this Declaration in accordance with the provision of Section 2.01 or to the provision of any other recorded instrument. In addition, the DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to

elect not to have such additional land, subject to such use restrictions or other provisions of this Declaration which in its sole discretion it may deem inappropriate or unnecessary. **OR1352M1243**

B. At the time any additional lands are made subject to this Declaration, DECLARANT may also record an instrument which:

- i. modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
- ii. creates new provisions applicable only to such additional lands; or
- iii. omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- iv. does any, all, or none of the above.

C. The execution and recordation of this Declaration shall not be construed to require DECLARANT to subject any of the lands within OX BOTTOM MANOR other than those subjected hereby to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

ARTICLE III

RESTRICTIONS

Section 3.01. Use Restrictions.

The Properties may be used for those purposes as the DECLARANT may determine from time to time. The DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within OX BOTTOM MANOR.

Section 3.02. Approval of Plans and Specifications.

A. DECLARANT shall have the authority to enforce the provisions of this Article so long as DECLARANT owns property in OX BOTTOM MANOR for development. The provisions of Section 3.07 of the Declaration of General Protective Covenants and Restrictions for OX BOTTOM MANOR, recorded in the Public Records of Leon County, Florida, shall apply to this paragraph.

B. No Improvement shall be constructed, altered, planted, removed or maintained, including Improvements undertaken by the COMMUNITY or a Neighborhood Association, without the prior written approval of the DECLARANT regarding (1) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall community design; (2) the character of the exterior materials; and (3) the quality of the exterior workmanship. The DECLARANT may, but is not required to,

promulgate Design Review Guidelines from time to time and require that the construction of the Improvements be done in accordance therewith. To facilitate the purposes of this Article, the DECLARANT may, but is not required to assign, delegate, or transfer his authority under this Article to an Architectural Review Committee to be appointed by the DECLARANT.

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C. Each OWNER shall, prior to the commencement of any Improvement, submit such documents and materials as may be required by DECLARANT, including, but not limited to:

i. Initial plans to include a site analysis, schematic landscape plan (which need not be prepared by a design professional), floor plans and exterior elevations.

ii. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.

D. After receipt of each required submittal, the DECLARANT shall in writing approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted to it.

E. If any Improvement is constructed or altered without the prior written approval of the DECLARANT, the OWNER shall, upon demand of the DECLARANT, cause such Improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the DECLARANT. Such costs may also be the basis for an individual Assessment. The DECLARANT is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and of the Declarations of covenants and restrictions for any portion of Ox Bottom Manor 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 shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein or in the Declaration of Covenants and Restrictions for a Neighborhood, the DECLARANT 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 Section or the Neighborhood restrictions.

F. The DECLARANT 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 DECLARANT 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 DECLARANT or the COMMUNITY 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 shall be entitled to enter upon any Plot during construction of an Improvement to ensure compliance with approved plans and specifications. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them shall be responsible for any defects in plans or specifications, nor for defects in any Improvements constructed pursuant thereto.

G. The DECLARANT may adopt a schedule of reasonable fees for processing requests for approval; provided, however, that there shall be no fees for processing requests for approval for residential properties. Such fees, if any, shall be payable to the DECLARANT at the time that the plans and specifications and other documents are submitted to the DECLARANT. The payment of such fees, as well as other expenses of the DECLARANT required to be paid by a Plot OWNER shall be deemed to be an individual Assessment, enforceable against the OWNER and the Plot as provided hereinabove. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, 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 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.

Section 3.03. Land Use and Lot Size. The lots in OX BOTTOM MANOR, UNIT ONE, are for single-family residential purposes only, and only such homes, with at least 1800 square feet of heated living area, unless otherwise approved by the DECLARANT, together with swimming pool and attached garage or carport, can be built thereupon. The first floor of a two-story house shall have at least 1000 square feet of living area. No lot shall be subdivided or its boundary lines changed, except by the DECLARANT, who hereby expressly reserves unto itself, its successors or assigns, the right to replat any one (1) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site stable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said

replatted sites. The covenants and restrictions specified herein shall apply to each such modified building site or sites so created, and each such site shall be governed by the provisions of the Declaration. 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.

Section 3.04. Building Location.

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No building shall be located on any site 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
Easement:	The greater of the applicable setback described above or the width of the easement on the lot plus 5 feet.

DECLARANT shall have the right in its sole discretion to vary these building location restrictions where strict enforcement will result in unnecessary hardship.

Section 3.05. Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with OX BOTTOM MANOR, The Properties or the particular Neighborhood. Any future exterior color changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 3.02.

Section 3.06. Tree Removal or Damage.

The Owner shall attempt, at all times, during the course of ownership of a site in OX BOTTOM MANOR (including any building construction period), to protect against direct or indirect damage to all vegetation and land features not specifically shown to be so affected in Committee approved construction documents. No trees shall be removed or damaged without the prior written approval of the DECLARANT.

Section 3.07. Factory-Built Structures.

No structure of any kind that is commonly known as "factory-built," "modular," or "mobile home" type of construction shall be erected.

Section 3.08. Landscaping.

All areas not covered by structures, walkways, paved parking facilities or areas approved by DECLARANT to be left in their

natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting Streets. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the DECLARANT which shall be submitted prior to clearing of any Plot for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER.

Section 3.09. Driveways and Parking Areas. DR1352P1247

All driveways shall be constructed of concrete, exposed aggregate or pavers, as and if approved by the DECLARANT, and shall have a minimum width of eight (8) feet. Black asphalt, gravel, pinestraw, mulch and soil cement shall not be a permitted driveway surface. Where roadway construction is required to be broken for driveway entrances, it shall be repaired in a neat and orderly fashion. Culverts beneath driveways shall have mitered end walls. No standing end walls shall be permitted. All driveways must be constructed in a manner that will not alter the requirements of the drainage system of the development, nor cause erosion of the soils of any lot or common properties, except at the owner's expense and with the approval of the DECLARANT.

Section 3.10. Siding Material.

Not less than fifty percent (50%) of each side of any property unit and accessory structure constructed shall be covered with brick, stucco, or other such material as may be approved with the prior written permission of the DECLARANT. The exterior of all foundations shall be covered with stucco or brick.

Section 3.11. Garages and Carports. Garages and carport entrances shall face a property line that is not a road right-of-way including those to be located on a corner lot. (Utility space shall be screened on all sides which are visible from the street.) Enclosed garages shall have a capacity of not less than two and no more than four automobiles. In no instance shall the entrance be permitted to face the front property line of the property. Garage doors shall remain closed except to permit entry or exit of a vehicle or person.

Section 3.12. Height. No dwelling unit or structure shall exceed two stories in height above ground level unless approved in writing by DECLARANT.

Section 3.13. Roofs. Roofs shall have a minimum of 6 in 12 slope and shall be constructed of flat 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

DECLARANT, in its sole discretion. No flat roofs shall be permitted.

Section 3.14. Utility Connections.

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All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Exterior television antenna installations must be approved in writing by the DECLARANT. When cable TV service is made available to the subdivision, all private TV systems, including television antenna, shall be removed within ninety (90) days at the owner's expense.

Section 3.15. Sewage Disposal.

Individual sewage disposal systems shall be designed, located, constructed, used and maintained in accordance with the requirements, standards, and recommendations of all governmental authorities having jurisdiction over such systems. 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 workmen.

Section 3.16. Water Supply.

No individual water supply system of any type shall be permitted on any site.

Section 3.17. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted, except as allowed under Section 3.14. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the DECLARANT. Both its design and location must be first approved in writing by the DECLARANT. An approved flagpole shall not be used as an antenna.

Section 3.18. Temporary and Accessory Structures.

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

Section 3.19. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and

other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent Streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be built according to specifications provided by DECLARANT and placed on a lot at a location approved by DECLARANT. The initial mailbox on each lot shall be furnished by COMMUNITY at the expense of OWNER through a direct assessment to OWNER by COMMUNITY. Thereafter, mailboxes shall be maintained, repaired and replaced by COMMUNITY, and the expense of such maintenance, repair and replacement shall be borne by the OWNER through a direct assessment to the OWNER by COMMUNITY. No newspaper tubes or driveway reflectors shall be installed on any Plot, except as included in a mailbox approved by DECLARANT.

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Section 3.20. Air Conditioning and Heating Equipment.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Streets or properties. No such unit may be located at the front or side of the house. Window air conditioning units shall not be permitted.

Section 3.21. Solar Collectors.

DECLARANT shall approve the location of and materials used in the construction of solar collectors.

Section 3.22. Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

Section 3.23. Walls and Shutters.

No wall shall be constructed on any Plot until its height and location shall have first been approved in writing by the DECLARANT. The height of any wall shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the DECLARANT, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by DECLARANT.

Section 3.24. Fences and Gateposts.

A. No fence shall be constructed on any Plot until its

height and location shall have first been approved in writing by the DECLARANT. No fence shall go any farther on any side lot line than to the front corner of the house. Side fences shall be allowed but may not extend beyond the front corner of the house. Fence material shall be confined to wood, brick or stucco, or any other material approved in writing by the DECLARANT. There shall be no chainlink fences. The design of all fences shall be approved by the DECLARANT as indicated herein. **OR1352#1250**

B. There shall be no gateposts, entrance stanchions or other functional or decorative fences, posts or columns built adjacent to any driveway or sidewalk, except as part of an approved fence plan.

Section 3.25. Street Frontage.

The primary and front entrance to each dwelling shall face the street in front of each lot. In the event a lot shall have frontage on more than one street, DECLARANT shall determine and declare which street shall be deemed in front of a lot.

Section 3.26. Clothes Drying Area.

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

Section 3.27. Exterior Modifications.

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

Section 3.28. Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers Trailers, and Junked or Inoperable Vehicles.

A. Except as provided in Section 3.28.B, no Commercial vehicle of any kind shall be permitted to be parked on a Plot for a period of more than four (4) hours (i) unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or (ii) unless such vehicle is inside a structure.

B. No commercial vehicle (except as permitted above) and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure or behind the property unit so as not to be visible from any street adjacent to the front of the property.

C. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home, unlicensed motorized vehicle, or disabled vehicle shall be permitted to be parked, junked or stored on a Plot unless kept fully enclosed inside a structure or behind the property unit so as not to be visible from any street adjacent to the front of the property.

D. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

Section 3.29. Pets and Animals.

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A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. Except for cats, all animals shall be contained on the OWNER'S Plot and shall not be permitted to roam freely. No penned kennels or outside dog runs are permitted. Enclosed dog houses may be permitted subject to written approval by the DECLARANT.

B. Commercial activities involving pets shall not be allowed. The DECLARANT, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

C. No horses, cows, hogs, pigs, swine, goats, chickens, monkeys, pigeons, exotic animals or any other such animals, fowl or reptiles shall be kept on any of The Properties.

Section 3.30. Off-Road Vehicle Use.

No motorized vehicle of any type shall be used or located off a road, driveway or parking area. No unlicensed motor vehicles of any kind, including, but not limited to, dirt bikes, 3 or 4 wheel all terrain vehicles and go-carts or similar vehicles, may be used on or off the road anywhere in Ox Bottom Manor.

Section 3.31. Use of 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 3.32. Firearms. No hunting, trapping, fishing or shooting of any kind, including, but not limited to, guns, rifles, shotguns, pellet guns, BB guns, slingshots, bow and arrows, etc., shall be allowed anywhere on the property.

Section 3.33. Maintenance of Premises.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe,

clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

Section 3.34. Garbage Disposal.

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All rubbish, trash and garbage shall be promptly removed from the property and shall not be allowed to accumulate thereon (even during construction), except for vegetative matter used for composting which must be stored within the building set-back lines. All trash, garbage and other waste shall be kept in sanitary containers which shall not be visible from the street.

Section 3.35. Fireworks and Burning.

No fireworks or burning of any kind shall be allowed.

Section 3.36. 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 3.37. Water Management and Drainage Areas.

No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by DECLARANT to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the the COMMUNITY and DECLARANT.

B. An OWNER shall in no way deny or prevent ingress and egress by DECLARANT or the COMMUNITY to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DECLARANT, the COMMUNITY, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. OWNERS shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the COMMUNITY and the DECLARANT.

Section 3.38. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity including but not limited to any activity which may create any 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 Section 3.38 shall be decided by the DECLARANT whose decision shall be final.

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Section 3.39. DECLARANT'S and the COMMUNITY's Exculpation.

The COMMUNITY and DECLARANT 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.

Section 3.40. Subdivision and Regulation of Land.

A. No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with DECLARANT'S conditions. DECLARANT shall assign the number of dwelling units for each Residential Plot, which limits shall not be increased by any OWNER and shall not be exceeded without the prior express written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT. Any action taken by DECLARANT or an OWNER pursuant to this paragraph shall be in accordance with the PUD.

B. An OWNER shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to OX BOTTOM MANOR, to The Properties or to any Plot, without the prior written approval of DECLARANT.

Section 3.41. 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 right of use to any COMMUNITY Neighborhood Common Area or property, if any is created, but also to any other Person occupying an OWNER'S Plot 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 DECLARANT

or any Neighborhood Association 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.

ARTICLE IV

DR1352M1254

PROVISIONS

Section 4.01. Covenants Run With the Land.

A. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from:

- i. the date this Declaration is recorded; or
- ii. the date of the last addition of land to OX BOTTOM MANOR or to The Properties in accordance with the provisions of Article III, whichever is later, but not more than thirty-five (35) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then OWNERS of Plots assigned at least sixty percent (60%) of the Property Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 4.02. Commencement and Completion of Construction.

A. After a Plot is sold by the DECLARANT, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the DECLARANT.

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, or the work site is unduly littered and unsightly, then DECLARANT and the COMMUNITY shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance.

The reason for such correction shall be solely in the discretion of DECLARANT and the COMMUNITY and may include but not be limited to aesthetic factors. The OWNER shall be liable for all costs incurred in such action as provided in Section 3.07.

C. Once construction has begun, and for the period during which construction of any property unit shall continue, all areas shall be kept neat, clean and free of debris or other unsightly materials. Additionally, prior to the installation of septic tanks on any plot, portable toilet facilities shall be kept on the properties.

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Section 4.03. Nonliability of DECLARANT.

The DECLARANT shall not 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 4.04. Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, DECLARANT may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration.

Section 4.05. Other Documents.

DECLARANT, the COMMUNITY, any Neighborhood Association, 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 4.06. Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 4.07. Dissolution.

In the event of dissolution of the COMMUNITY, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the Annual Assessment specified in Declaration and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of the COMMUNITY as the case may be, for such Assessment to the extent that such Assessments are required to enable DECLARANT or any such successor or assign acquiring any real property previously owned by the COMMUNITY to properly maintain, operate and preserve it. The provisions of this Section 4.07 shall only apply with regard to the maintenance, operation and preservation of property which has been COMMUNITY Common Area and continues to be so used, as otherwise provided in the Declaration for the common use, enjoyment and benefit of the OWNERS.

Section 4.08. 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 to include all genders.

Section 4.09. Notices.

A. To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to 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. The COMMUNITY. Notice to the COMMUNITY as may be required herein or the Bylaws of the COMMUNITY 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 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 4.10. Construction.

The provision 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 4.11 Intent.

OR1352P1257

DECLARANT has contemporaneously executed and caused to be recorded the Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor and the Declaration of Use Restrictions for Ox Bottom Manor (collectively "the Declarations"). The Developer intends that both the Declarations 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 DECLARANT and 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 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 4.12 Variances.

DECLARANT shall have the right in its sole discretion to grant variances and exceptions to the covenants and restrictions herein in such cases where strict enforcement would result in unnecessary hardship or where the interest of equity require such variance or exception. DECLARANT shall be under no obligation to grant variances or exceptions and the granting of a variance or exception in one circumstance shall not be deemed to create the right or expectation of a variance or exception in another situation.

IN WITNESS WHEREOF, OX BOTTOM MANOR, INC., A Florida corporation, does hereby execute this Declaration of Protective Covenants and Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto this 24th day of November, 1988.

Z. J. Marshall
President
Attest:
Deborah A. L.

OX BOTTOM MANOR, INC.

By: J. Marshall President

Attest:

Deborah A. L. Secretary



STATE OF FLORIDA
COUNTY OF LEON

IR1352PM1258

The foregoing instrument was acknowledged before me this
day of NOVEMBER 30th, 1988, by JAMES C. SMITH and
CHARLES C. SMITH, as President and Secretary of OX BOTTOM MANOR,
INC., a Florida corporation, on behalf of the corporation.

M. J. Frank
Notary Public
My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 16, 1989
Bonded Thru Feb. 16, 1989



EXHIBIT A

IR1352P1259

A tract of land lying in Sections 19 and 30, Township 2 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Northeast corner of sold Section 19 and run South 00 degrees 29 minutes 26 seconds East along the East boundary of sold Section 19 and along the East boundary of sold Section 30 a distance of 6282.49 feet to a concrete monument on the North right of way boundary of Ox Bottom Road, thence North 89 degrees 41 minutes 55 seconds West along said right of way boundary 3497.10 feet to a concrete monument (R.L.S. #3562) marking the Southwest corner of property deeded to John E. Phipps, as Trustee, and recorded in Official Records Book 1022, Page 815 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 41 minutes 55 seconds West along said right of way boundary 500.00 feet, thence North 00 degrees 20 minutes 42 seconds East 61.09 feet, thence North 32 degrees 55 minutes 23 seconds West 78.26 feet, thence North 10 degrees 23 minutes 12 seconds East 150.00 feet, thence North 15 degrees 36 minutes 52 seconds West 954.11 feet, thence South 67 degrees 24 minutes 35 seconds West 273.87 feet, thence South 22 degrees 35 minutes 25 seconds East 34.07 feet, thence South 67 degrees 24 minutes 35 seconds West 772.95 feet, thence West 109.02 feet to the center of paving of Meridian Road, thence North 00 degrees 29 minutes 44 seconds West along the center of said paving 869.48 feet, thence leaving said paving run North 63 degrees 14 minutes 01 seconds East 799.53 feet, thence North 23 degrees 28 minutes 04 seconds East 400.00 feet, thence North 43 degrees 17 minutes 23 seconds East 556.35 feet, thence North 48 degrees 13 minutes 31 seconds East 320.00 feet to a point lying on a curve concave to the Northerly, thence Easterly along said curve with a radius of 810.00 feet, through a central angle of 75 degrees 15 minutes 21 seconds, for an arc distance of 1063.90 feet (the chord of said arc being South 79 degrees 24 minutes 09 seconds East 989.06 feet), thence South 12 degrees 00 minutes 16 seconds East 684.84 feet, thence South 10 degrees 08 minutes 08 seconds East 623.55 feet, thence South 00 degrees 24 minutes 08 seconds East 717.36 feet to the Northerly boundary of sold property deeded to John H. Phipps, as Trustee, thence South 55 degrees 20 minutes 05 seconds West along said Northerly boundary 803.63 feet to a concrete monument, thence South 00 degrees 20 minutes 42 seconds West along the Westerly boundary of said property 898.69 feet to the POINT OF BEGINNING.

OX BOTTOM MANOR
Plat Book 10, Pages 9 (a) through (f)
Public Records of Leon County, Fl