

DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
OX BOTTOM MANOR

OR1352PC1208

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 protective covenants, conditions and 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, and as well to impose additional protective covenants, conditions and restrictions on such lands as may be necessary and appropriate to each distinct Neighborhood; and

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 protective covenants, conditions and 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.

This Declaration was prepared by:  
RICHARD E. MARSHALL  
P. O. Box 1100  
Tallahassee, Florida 32302

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NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and known as OX BOTTOM MANOR, and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens (sometimes referred to as "covenants and 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

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DEFINITIONS

Section 1.01. "Assessed Value" shall mean and refer to the value of a Plot or Unit as shown on the most recent assessment rolls prepared by the Leon County Property Appraiser.

Section 1.02. "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 1.03. "Reserved."

Section 1.04. "OX BOTTOM MANOR" shall mean and refer to those certain lands, 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, Pages 9 (a) through 9 (f), inclusive, as more fully described in Exhibit A, and such other lands as may, from time to time, be added to or subtracted from said lands pursuant to Article III.

Section 1.05. "Commercial" shall mean and refer to all uses which are not Institutional or Residential.

Section 1.06. "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 1.07. "Common Expenses" shall mean and refer to all expenses incurred by the COMMUNITY in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.08. "COMMUNITY" shall mean and refer to OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 1.09. "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 1.10. "Declaration" shall mean and refer to this document entitled DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS and the Declaration of Use Restrictions for OX BOTTOM MANOR, as the context requires and as the same may be amended from time to time.

Section 1.11. "Governing Documents" shall mean (i) in the case of the COMMUNITY, this Declaration, any Supplementary Declaration and the Articles of Incorporation of the COMMUNITY, and (ii) in the case of a Neighborhood Association, the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and filed of record. In the event of conflict or inconsistency among Governing Documents applicable to the COMMUNITY or Neighborhood Association, as the case may be, to the extent permitted by law the Declaration and any Supplementary Declaration in that order shall control. In the event of conflict or inconsistency between the COMMUNITY and Neighborhood Association Governing Documents, to the extent permitted by law the COMMUNITY Governing Documents shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 1.12. "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 1.13. "Institutional" shall mean and refer to non-residential and noncommercial uses including but not limited to churches, schools, libraries, museums, governmental facilities, and nonprofit recreational facilities.

Section 1.14. "Members" shall mean and refer to those Persons who are entitled to membership in the COMMUNITY as provided in its Articles of Incorporation and Bylaws. The two classes of membership are:

A. "Class A" shall mean and refer to the class of membership which includes all Members with the exception of the DECLARANT for so long as it is a Class B Member.

B. "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.

Section 1.15. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development.

Section 1.16. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successor and assigns for any particular Neighborhood.

Section 1.17. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the Residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its Members.

Section 1.18. "Neighborhood Covenant" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific Neighborhoods, but not to all Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.

Section 1.19. "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 1.20. "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 1.21. "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 1.22. "Property Unit" shall mean and refer to:

A. For Residential property, any dwelling unit intended for occupancy by one family or household.

B. For Institutional and Commercial property, a Property Unit shall be each twenty-five hundred (2,500) square feet of Floor Area as defined in Article II.

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Section 1.23. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.24. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.25. "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 1.26. "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 1.27. "Unimproved Plot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.28 "Unit" shall mean and refer to:

(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

### MEMBERSHIP AND VOTING RIGHTS

Section 2.01. Members.

A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the COMMUNITY. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the COMMUNITY. Persons other than an OWNER may become Members of the COMMUNITY only if a membership right is created in such Person by the recordation of a written instrument as provided for in Article III, which subjects lands within OX BOTTOM MANOR, owned by such Person, to Assessment by the COMMUNITY in the manner provided for in Article VII.

B. Members' rights, powers, duties, and privileges shall be as set forth in the Articles of Incorporation, Bylaws of the COMMUNITY, and this Declaration.

Section 2.02. Classes of Voting Rights.

The COMMUNITY shall have two classes of voting membership:

Class A. Class A Members shall be all OWNERS, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2015, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 2.03. Determination of Voting Rights.

A. Residential Plots. Improved Residential Plots shall be entitled to one Property Unit per dwelling unit located on each Plot. Unimproved Residential Plots not owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the number of dwelling units which may be constructed on a Residential Plot prior to the sale of such Plot to a third party. Unimproved Residential Plots owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit allowed by applicable zoning:

Dwelling units for Unimproved Residential Plots owned by DECLARANT which contain fractions of an acre shall be calculated by multiplying such fraction times the number of dwelling units allowed per acre by zoning, rounded to the nearest whole number.

Section 2.04. Voting Rights.

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The Class A Members shall be entitled to one vote for each Property Unit subject to assessment by the COMMUNITY, and the Class B Member(s) shall be entitled to four (4) votes for each Property Unit held by such Member.

Section 2.05. Multiple Owners of a Plot.

When more than one Person holds an interest in any Plot, all such Persons shall be Members. The vote of such Plot shall be exercised as they determine, but in no event shall the vote cast with respect to any Plot exceed the number of votes determined for the Plot in accordance with this Article of the Declaration.

Section 2.06. Voting Control.

Inasmuch as the total number of outstanding votes at any one time is determined by the total number of dwelling units assigned to and acreage of the Residential Plots within The Properties at that time, subject to this Declaration or such other voting rights as are created by any other recorded instrument which creates membership rights in the COMMUNITY, it is important for all OWNERS to understand that the subjecting of additional lands to the jurisdiction of the COMMUNITY will make the OWNERS of real property within such additional lands Members of the COMMUNITY, which will increase the total number of votes, and will have the effect of enabling the DECLARANT to retain voting control for a longer period.

Section 2.07. Transfer of Control of the COMMUNITY.

A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the DECLARANT shall relinquish control of the COMMUNITY and the OWNERS of Plots other than DECLARANT shall accept control. Thereafter, the DECLARANT shall be entitled to elect a number of Directors of the COMMUNITY equal to the percentage of votes held by the DECLARANT times the total number of Directors, rounded to the nearest whole number greater than zero. When the DECLARANT no longer owns any Plot for development or for sale in the ordinary course of business, DECLARANT'S votes, if any, shall be counted the same as all other OWNER'S votes.



B. DECLARANT'S relinquishment of control shall not require DECLARANT to relinquish control or allow the COMMUNITY to assume control over any power or right which is reserved to DECLARANT hereunder for a period longer than DECLARANT'S holding of voting control.

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C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the COMMUNITY may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in Assessments for Common Expenses without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of Plots.

Section 2.08. Subdivision of Plots.

An OWNER of a Plot with more than one dwelling unit shall in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units originally assigned to the Plot. In no event shall such conveyance increase the total dwelling units, floor area, or Property Units assigned to the Plots after conveyance over that originally assigned to the Plot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (seller) shall notify the COMMUNITY of the number of Property Units assigned to each Plot. In the event that an OWNER fails or refuses to make any necessary reassignment, then the COMMUNITY may make such reassignment and notify the OWNERS of each Plot involved in the conveyance.

Section 2.09. Voting Through Neighborhood Association.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall cast their votes on COMMUNITY matters directly with the Neighborhood Association. Each Neighborhood Association shall, in its Bylaws, establish a procedure by which such OWNERS shall cast their votes on COMMUNITY matters. Each Neighborhood Association shall have the duty to collect and tabulate its Members' votes. Each Neighborhood Association shall have the privilege of casting with the COMMUNITY all of the votes to which its Members would be entitled to cast as Members of the COMMUNITY. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any other manner provided that it is fair, equitable, uniformly applied within the Neighborhood Association, and that does not result in the casting of fractional votes.

ARTICLE III

DECLARANT'S RIGHTS AND POWERS

Section 3.01. Additions to The Properties.

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A. DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to add any lands within the boundaries of OX BOTTOM MANOR to The Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE COMMUNITY, THE NUMBER OF PROPERTY UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE COMMUNITY. DECLARANT shall also have the right and the power to determine what uses may be permitted of such additional lands. Permissible uses may include, but are not limited to multi-family, commercial and institutional.

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.

Section 3.02. Property Additions to OX BOTTOM MANOR.

A. So long as there is a Class B Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to add lands outside the general boundaries of OX BOTTOM MANOR, as described in Section 1.04, to OX BOTTOM MANOR, thereby changing the boundaries of OX BOTTOM MANOR. Those lands which may be added without the consent of any OWNERS are those lands which currently lie outside the general boundaries of OX BOTTOM MANOR and which are owned or may in the future be owned by DECLARANT. DECLARANT shall have the right and power to determine what uses may be permitted of such additional

lands. Permissible uses may include, but are not limited to multi-family, commercial and institutional.

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B. Owners of property units on such additional lands shall become members of the COMMUNITY and shall be subject to all duties and obligations created under this Declaration and any supplemental or amended declarations.

#### Section 3.03. Additions of Land.

Any addition of land shall be made by recording an instrument which adds such lands to OX BOTTOM MANOR and subjecting such additional land to this Declaration. The same shall not create nor shall it impose any duty or obligation on the DECLARANT to subject such additional lands to any covenants, condition, restriction or other provision of this Declaration, but in the event the DECLARANT so elects, it may subject such additional land to the provision of this Declaration in accordance with the provision of Section 3.01 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 covenants, conditions and restrictions, or other provisions of this Declaration which in its sole discretion it may deem inappropriate or unnecessary.

#### Section 3.04. Establishment of Districts.

So long as there is a Class B Member, the DECLARANT shall have such rights as are provided under the Florida Constitution or Florida Statutes for the creation of Special Districts and a Uniform Community Development District, having jurisdiction over the boundaries of OX BOTTOM MANOR, or any part thereof. All OWNERS of Plots, by acceptance of a deed to such Plots, grant their consent to the establishment of any Special District or Uniform Community Development District, including the consent required pursuant to Section 190.005(1)(a)(2), Florida Statutes, and DECLARANT shall not be required to obtain any additional consent from such OWNERS prior to the establishment of a district. This section shall not prevent any unit of local or state government from exercising any powers granted to it under the Florida Constitution or Statutes as a unit of local or state government.

#### Section 3.05. Common Areas.

A. So long as there is a Class B Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation in its sole discretion, to set aside, grant a license, or other use right to real property within or without OX BOTTOM MANOR

for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be the COMMUNITY Common Area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.

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1. Any such conveyance, dedication, lease or grant of license or use right to the COMMUNITY may be exclusive or nonexclusive so that Persons or entities other than the COMMUNITY may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, or licensed for the use to which it has been granted. The COMMUNITY must accept from DECLARANT any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class B Member, the COMMUNITY shall not accept from any Person other than DECLARANT a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the DECLARANT.

2. Prior to any conveyance, dedication, lease or grant of license or other use right by DECLARANT to the COMMUNITY of any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the COMMUNITY; in any event, rents, fees and other charges required to be paid to DECLARANT under the leases, grants, license or contracts creating the use right shall continue to be paid.

B. So long as there is a Class B Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the Member's Plots and to foster the attractiveness and functional utility of OX BOTTOM MANOR as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

C. The Common Areas shall be subject to the provisions of Article VIII. The uses of Common Areas shall be in conformity with the uses permitted in Article VIII. The provisions of Article VIII shall not be applicable to any property owned by DECLARANT prior to its conveyance to the COMMUNITY or a Neighborhood Association.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Area. So long as there is a Class B Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive

activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members. DR1352P1220

E. So long as there is a Class B Member, any type use of Common Areas shall be subject to the prior written approval of DECLARANT.

F. Neither the execution and recordation of this Declaration, nor the creation of the COMMUNITY or other entity, nor the recordation of any other instrument subjecting any land in OX BOTTOM MANOR to protective covenants, and restrictions shall obligate or require DECLARANT or any other Person to grant any right, power, duty or privilege of any nature or kind to the COMMUNITY or other entity; or obligate or require DECLARANT to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

G. Except as otherwise specifically provided herein, so long as there is a Class B Member, DECLARANT reserves the right and the power to delegate or assign, either exclusively or nonexclusively, to any Person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and/or privileges to any Person or entity.

Section 3.06. Neighborhood Associations.

So long as DECLARANT owns land in OX BOTTOM MANOR for development, DECLARANT shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Declaration by recording separate covenants, conditions, restrictions, and other provisions applying to any specific Neighborhood. Such amendments or separate instruments may or may not create property owners associations, homeowners associations, condominium associations or entities other than the COMMUNITY.

Section 3.07. Enforcement and Inaction.

A. So long as DECLARANT owns land in OX BOTTOM MANOR for development, DECLARANT reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the COMMUNITY, or to any Neighborhood Association, or to an OWNER, or to any other Person.

B. So long as DECLARANT owns land in OX BOTTOM MANOR for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by DECLARANT or by the COMMUNITY, or by a Neighborhood Association or any other OWNER or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

C. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by DECLARANT or the COMMUNITY in any action against an OWNER to enforce any provisions of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount which remains due and unpaid shall be a continuing lien upon OWNER'S Plot collectible in the manner provided in Article VII.

Section 3.08. Transfer of DECLARANT'S Rights.

The COMMUNITY shall assume DECLARANT'S rights and obligations under this Declaration:

A. After DECLARANT no longer owns land in OX BOTTOM MANOR for development if the right or obligation extends to DECLARANT so long as it owns land for development;

B. After DECLARANT becomes a Class A Member if the right or obligation extends to DECLARANT so long as it is a Class B Member; or

C. At such earlier time as DECLARANT may elect by written assignment of a right or obligation to the COMMUNITY. Any such assignment may be revoked in writing by DECLARANT, thereby allowing DECLARANT to reacquire the right or obligation previously assigned.

ARTICLE IV

COMMUNITY'S RIGHTS AND POWERS

Section 4.01. Maintenance of the COMMUNITY Property and Common Areas.

The COMMUNITY shall be responsible for maintenance and repair of any common or other areas conveyed, dedicated, or leased to or

used by the COMMUNITY, including any Improvements on such Common Areas.

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Section 4.02. Management of the Community Property and Common Areas.

The COMMUNITY'S authority to manage the COMMUNITY'S property and Common Areas shall include:

A. The right to establish rules and regulations governing the use of the COMMUNITY'S property and Common Areas;

B. The right to charge reasonable admission and other fees or Assessments for the use of COMMUNITY property and Common Areas;

C. The right to suspend a Member's right to vote, and a Member's right to use COMMUNITY Common Areas, for any period during which any Assessments against the Member's Plot or any obligation of the Member to the COMMUNITY remains unpaid, and for a reasonable period during or after any infraction of the COMMUNITY'S rules and regulations.

D. The right to dedicate or transfer all or any part of COMMUNITY property and Common Areas to any governmental agency, public authority, or utility;

E. The right to borrow money for the purpose of improving COMMUNITY property and Common Areas and in aid thereof to mortgage the same;

F. The right to take such steps as are reasonably necessary to protect COMMUNITY property and Common Areas against foreclosure;

G. The right to enforce the provision of this Declaration, or any other applicable recorded instrument adopted by the COMMUNITY, including the Articles of Incorporation and Bylaws of the COMMUNITY; and any rules and regulations governing use and enjoyment of the COMMUNITY property and Common Areas adopted by the COMMUNITY.

H. Except as provided in Article VIII regarding optimal maintenance of individual property, corrective maintenance of Plots, and corrective maintenance of Neighborhood Common Areas, and Article IX regarding management services to Neighborhood Associations, this Article shall not be construed to allow or require the COMMUNITY to manage or maintain Neighborhood property or Common Areas dedicated to, owned, leased or otherwise under the

control of a Neighborhood Association solely for the use and benefit of Residents of such Neighborhood.

Section 4.03. Traffic Regulation.

A. The COMMUNITY shall have the right, but not the duty, to post speed limits on Streets dedicated to the COMMUNITY and promulgate traffic regulations for use of its Streets and Common Areas. The COMMUNITY shall also have the power to restrict the type of vehicles which may travel on or prevent vehicles from traveling on its Common Areas. (The speed limits and traffic regulations are collectively referred to as "Traffic Regulations.")

B. The COMMUNITY shall have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual Assessment from Members, the removal of vehicles from The Properties, and the suspension of a Member's rights and easements of enjoyment to the Common Areas.

Section 4.04. Insurance.

The COMMUNITY shall maintain insurance on the COMMUNITY Property and Common Areas of such types, in such amounts and with such companies as the COMMUNITY Board of Directors deems appropriate. So long as there is a Class B Member, all liability and hazard insurance policies shall name the DECLARANT as an additional insured.

ARTICLE V

MEMBERS' RIGHTS AND EASEMENTS

Section 5.01. Members' Rights and Easements.

Every Member shall have a right of enjoyment and use in and an easement to COMMUNITY Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article III and the rights of the COMMUNITY under Article IV.

Section 5.02. Delegation of Right.

A. A Member may delegate his right of use and easement to Common Areas to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in



the Bylaws and in accordance with The COMMUNITY'S rules and regulations.

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B. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the COMMUNITY'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

## ARTICLE VI

### PROPERTY RIGHTS

#### Section 6.01. Dedication of Common Areas.

Subject to the easements established in this Article and the provision of Section 3.05, the COMMUNITY'S Common Areas designated in this Declaration, dedicated to the COMMUNITY in any recorded subdivision plat or conveyed to the COMMUNITY by DECLARANT for use as Common Areas, are not dedicated for use by the general public but are reserved for the common use and enjoyment of the OWNERS and tenants of The Properties or such portions thereof as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.

#### Section 6.02. Easements.

The following easements are hereby granted and/or reserved over, across and through The Properties:

A. Easements for installation and maintenance of utilities are granted as indicated on the recorded subdivision plats of The Properties.

B. An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Plot subject to its mortgage.

C. Easements are hereby reserved throughout the Common Areas, including, without limitation, the Streets, by DECLARANT for its use and the use of its agents, employees, licensees and invitees.

#### Section 6.03. Restriction on Owner Easements.

No OWNER shall grant any easement upon any portion of The Properties to any Person or entity, without the prior written consent of the DECLARANT.

ARTICLE VII

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ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation.

A. The DECLARANT, for each Plot owned within The Properties, hereby covenants and each OWNER of any Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the COMMUNITY:

1. Initial Reserve Assessment;  
2. Annual Assessments;  
3. Special Assessments for capital improvements; and  
4. User fees for any optional facilities or services used by the OWNER, any occupant of the Plot or any guests of the OWNER or occupant.

B. The Initial, Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such Assessment fell due, and any due and unpaid Assessments shall also be the personal obligation of each Person who becomes the OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

E. The lien of Assessments shall be considered a restriction and servitude running with the land.

Section 7.02. Initial Reserve Assessment.

A. The Initial Reserve Assessment for single family Residential plot shall be paid at the time a Plot is sold from the DECLARANT to an OWNER.

B. The Initial Reserve Assessment for multifamily Residential Plots shall be paid at the time the Plot is sold by

the Person who constructed the multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The COMMUNITY shall have a lien on multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initial Reserve Assessments which will be payable for such Plot. The COMMUNITY may record a Claim of Lien against such Plot as described in Section 7.08, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(B). The COMMUNITY shall issue partial releases of liens if the Plot is subdivided and sold as multifamily Plots or when multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

C. In the event the DECLARANT retains ownership of Commercial or Institutional Plots for its own use, it shall pay the Initial Reserve Assessment at the time the Plot is used for Commercial or Institutional purposes.

D. The amount of such Assessment shall be established in accordance with the COMMUNITY Bylaws.

Section 7.03. Annual Assessment.

A. An Annual Assessment may be levied against all nonexempt Plots. The method of levying and amount of such Assessment shall be determined in accordance with the Bylaws of the COMMUNITY. If Assessed Value is used in computing the Annual Assessments, it shall be the tax assessed valuation (total assessment for land and Improvements exclusive of homestead exemption, if any) of each Plot for ad valorem tax purposes on the most recent Leon County tax roll.

B. The COMMUNITY may collect a partial Annual Assessment in an amount lower than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of all partial Annual Assessments collected in the assessment year does not exceed the amount approved in accordance with the Bylaws.

Section 7.04. Commencement of Annual Assessments.

A. Except as provided in Section 7.06 below, Annual Assessments levied under Sections 7.03 shall commence on the first day of the month following:

1. As to single family Residential Plots, twelve months after the Plot is sold by DECLARANT or upon the issuance of a certificate of occupancy for such Plot, whichever occurs first;

2. As to any multifamily Residential Plots which may be added to the properties, after the Plot is sold by the Person who constructed the multifamily Improvement on the Plot, when the Plot is actually used for Residential purposes, or one (1) year after the issuance of a certificate of occupancy for such Plot, whichever occurs first; and

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3. As to original Commercial Plots which may be added to the properties and Institutional Plots, the occupancy of the Plot for Commercial or Institutional purposes, as the case may be, or the expiration of one year after the issuance of a certificate of occupancy, whichever occurs first.

B. The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

C. The COMMUNITY shall determine the amount of the Assessments against each Plot, provide notice of the Assessments and establish an annual due date in accordance with the Bylaws.

Section 7.05. Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the COMMUNITY may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement on the COMMUNITY'S property or Common Areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the COMMUNITY, or charges arising pursuant to Sections 8.04, 8.05 or 8.06 herein. Such Assessments shall be levied, approved and commence in accordance with the Bylaws.

Section 7.06. Declarant Assessment.

A. Until such time as the Class B membership shall expire, the DECLARANT shall be exempt from the payment of any Assessments levied under Section 7.02, 7.03 and 7.05. In lieu of such Assessments, the DECLARANT shall pay an Assessment for all Plots it owns in an amount equal to the budget deficit, if any, of the COMMUNITY. Such deficit shall be the difference between the amount collectible from other assessable Plots and the budgeted operating expenses, with the exception of the reserves, of the COMMUNITY.

B. Upon and after the expiration of the Class B membership, the DECLARANT shall pay, as determined by the DECLARANT, either

the budget deficit, if any, or 25% of the Assessments levied

Sections 7.03 and 7.05, on any Unimproved Plot it owns and on any Improved Plot it owns that has not been occupied. The DECLARANT shall pay 100% of Assessments for any Plot it owns that is or has been occupied.

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Section 7.07. Exempt and Partially Exempt Property.

The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the COMMUNITY.
2. The COMMUNITY'S Common Areas.
3. Neighborhood Common Areas.
4. Property owned by a governmental agency and used solely for a public purpose.

Section 7.08. Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the COMMUNITY may declare the entire Assessment immediately due and payable. The COMMUNITY may at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The COMMUNITY may also bring an action at law against an OWNER to pay his personal obligations to the COMMUNITY.

B. The Claim of Lien shall include a description of the property encumbered, the OWNER's name, the amount then due and the date when due.

C. No OWNER shall be relieved of the liability for payment of Assessments because of nonuse or abandonment of a Plot.

D. No OWNER may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 7.09. Priority and Extinguishment of the Lien.

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the OWNER to an institutional mortgagee. For the purpose of this Section, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person given a mortgage insured

by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "institutional mortgage" shall be deemed to include any mortgagee that DECLARANT shall declare by instrument in writing and placed of record among the public records of Leon County, Florida, to be an institutional mortgagee.

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B. In the event the lien herein created is extinguished by the sale or transfer of a Plot pursuant to a foreclosure of a first mortgage, such delinquent Assessments which were extinguished may be reallocated and assessed to all of the Plots in OX BOTTOM MANOR. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments arising thereafter.

C. The lien herein created is specifically declared to be superior to any lien created by any Neighborhood Declaration or imposed by any Neighborhood Association.

Section 7.10. Collection by Neighborhood Associations.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall pay any Assessments levied by the COMMUNITY to the Neighborhood Association. Each Neighborhood Association shall have the duty to collect COMMUNITY Assessments on Plots within the Neighborhood, timely remit the same to the COMMUNITY, and notify the COMMUNITY of Plots for which Assessments are delinquent and the name and address of the OWNERS thereof. The COMMUNITY shall be entitled to rely upon the information given by a Neighborhood Association regarding delinquencies, and impose a lien upon such delinquent OWNER'S Plot in accordance with this Declaration. Provided, however, the COMMUNITY may, in its sole discretion, elect to collect COMMUNITY Assessments and other charges directly from any OWNER personally.

ARTICLE VIII

PROPERTY MAINTENANCE

Section 8.01. Purpose and Authority.

The COMMUNITY shall regulate the maintenance of The Properties and the Improvements thereon to create and conserve a quality environment for the OWNER and occupants and to protect the investment and enhance the value of The Properties.

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Section 8.02. Maintenance Requirement.

A. In order to protect property values and to conserve the environment, maintenance of any of the COMMUNITY'S Common Areas, servitudes or Improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the Members of the COMMUNITY.

B. The preceding requirements of this Section shall also apply to any Plot, any Neighborhood Common Area or Improvement in the event that the Neighborhood Association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the COMMUNITY. The cost of such maintenance regulation shall be assessed to any such Plot or Neighborhood Association and shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.04.

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the COMMUNITY fails to do so. The provisions of Section 3.07 shall apply to this paragraph.

Section 8.03 Guidelines.

A. The COMMUNITY may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principals and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in The Properties, the COMMUNITY may develop and promulgate typical specific practices that are generally acceptable and unacceptable. The policy guidelines and any such specific practices are intended to assist the COMMUNITY, OWNERS and Residents in the ongoing process of appropriate maintenance of the Plots and Common Areas.

Section 8.04. Optional Maintenance of Individual Property.

The COMMUNITY may, but is not required to, offer optional exterior maintenance for any Plot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior Improvements. When the COMMUNITY provides maintenance pursuant to the provisions of this Section, the cost may be added to and become part of the Assessment to which the Plot is subject.

Section 8.05. Corrective Maintenance of a Plot.

In the event an OWNER of any Plot in The Properties shall fail in his obligation to maintain the premises and the Improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the COMMUNITY or a Neighborhood Association, either the COMMUNITY or the Neighborhood Association, after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said Plot and to repair, maintain and restore the Plot and the exterior of the building and any other Improvement erected thereon. In addition, if an OWNER, member of his family, a guest, or agent shall cause any damage to a Common Area or Improvement thereon, and in the further event OWNER shall not repair or restore Common Area and its Improvements, COMMUNITY or the Neighborhood Association, after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to repair, maintain and restore the common area and its improvements. The cost of any such corrective maintenance hereunder shall be added to and become part of the Assessment to which such Plot is subject.

Section 8.06. Corrective Maintenance of a Neighborhood Common Area.

In the event that any Neighborhood Association shall fail in its obligation to maintain any Neighborhood Common Area and/or the Improvements situated thereon in compliance with the requirements and guidelines set out in this Declaration, by the COMMUNITY, or by a Neighborhood Association, the COMMUNITY after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or Improvements thereto. The cost of such shall be added to and become part of the Neighborhood Association Assessment and be reimbursed by the Neighborhood Association to the COMMUNITY.

Section 8.07. Added Assessments.



Any such added Assessment under Sections 8.04, 8.05 or 8.06 above shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.05.

Section 8.08. Entry Rights.

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Each OWNER and each Neighborhood Association shall permit the COMMUNITY'S Officers, Directors, agents and employees to enter upon the OWNER'S or Neighborhood Association's premises at reasonable times, to maintain the COMMUNITY'S Common Areas and easements, to remove refuse, and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use of the OWNER'S or Neighborhood Association's water, from an outside spigot in reasonable amounts, without compensation to the OWNER or Neighborhood Association if used for maintenance on the OWNER'S Plot, the COMMUNITY or a Neighborhood Association's Common Areas or the COMMUNITY or Neighborhood Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on The Properties unless such entry is necessary to perform corrective maintenance pursuant to Sections 8.05 or 8.06.

ARTICLE IX

MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 9.01. Scope.

The COMMUNITY may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

- A. Consultations on policy determinations;
- B. Occupant information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;
- C. Complaint handling, emergency management, recordkeeping and other general administrative activities;
- D. Assessment collection, expense disbursement and other financial operations;
- E. Insurance, bond, security services and other risk management activities;
- F. Design review and construction inspection of alterations to the property Improvements;

G. Maintenance of Common Areas and the exterior of Plots;

H. Supplementary security.

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Section 9.02. Service Agreement.

Any such association management service shall be at the option of the COMMUNITY and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.

Section 9.03. Basis of Management Services.

The COMMUNITY and its Officers, committees, employees and contractors shall perform any such Association management service as the agent of the Neighborhood Association being served and in accordance with the Governing Documents, programs, budgets and other policies of the Neighborhood Association.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Public Facilities.

A. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, when DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other Persons for facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the COMMUNITY pursuant to Article IV. Any services provided by DECLARANT hereunder and any facilities owned by DECLARANT may, in DECLARANT'S discretion, be transferred to the COMMUNITY. OWNERS of Plots are not permitted to utilize any outside services if such services are provided by the DECLARANT or the COMMUNITY pursuant to this Article or Article IV.

Section 10.02. Declaration and General Protective 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:

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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 10.03. 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.

Section 10.04. 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 10.05. 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 10.06. Other Documents.

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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 10.07. 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 10.08. 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 Article VII 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 10.08 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 for in Article IV for the common use, enjoyment and benefit of the OWNERS.

Section 10.09. 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 10.10. 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.

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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 10.11. 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 10.12. Intent.

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 two 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 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 10.13. 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.

OX BOTTOM MANOR, INC.

By: [Signature] President

Attest: [Signature] Secretary

[Signature]  
Murray Lee



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of November 24th, 1988, by JAMES C. SMITH and CROLE S. SMITH, as President and Secretary of OX BOTTOM MANOR, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission expires:

Notary Public, State of Florida  
My Commission Expires Feb. 10, 1991  
20000 Fla. Not. Public Comm. Exp. 10/2/88

UNOFFICIAL DOCUMENT

## EXHIBIT A

OR 1352 P 1238

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 said Section 19 and run South 00 degrees 29 minutes 26 seconds East along the East boundary of said Section 19 and along the East boundary of said 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 611.09 feet, thence North 32 degrees 55 minutes 23 seconds West 78.26 feet, thence North 10 degrees 23 minutes 12 seconds East 180.00 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 33 minutes 25 seconds East 34.07 feet, thence South 87 degrees 24 minutes 35 seconds West 772.98 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 second 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 988.06 feet), thence South 12 degrees 00 minutes 16 seconds East 684.64 feet, thence South 10 degrees 08 minutes 21 seconds West 623.55 feet, thence South 00 degrees 24 minutes 08 seconds East 717.36 feet to the Northerly boundary of said 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 896.69 feet to the POINT OF BEGINNING.

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