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CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OX BOTTOM GARDENS

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CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY
GWEN MARSHALL
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DECLARATION
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FOR
OX BOTTOM GARDENS

THIS DECLARATION is made and executed this 17TH day of MARCH, 1993 by Jamesmark, Inc., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

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

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be annexed pursuant to the terms of this Declaration.

Section 3. "Plat of Ox Bottom Gardens" means and refers to the plat of Ox Bottom Gardens to be recorded in the Public REcords of Leon County, Florida.

Section 4. "Lot" shall mean and refer to each lot designated on the plat of Ox Bottom Gardens.

Section 5. "Declarant" shall mean and refer to Jamesmark, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as then context may require.

ARTICLE II

TYPES OF STRUCTURES

Each builder approved for Ox Bottom Gardens shall be entitled to build one (1) plan for each five (5) lots he purchases from Jamesmark, Inc. Individual builders agree to finish houses in a brick selected by the Declarant. There shall be five (5) types of brick selected by Declarant. No two adjoining houses on any lot or street shall be finished in the same brick. --Builders--initial lot purchases have been pre-selected by Jamesmark, Inc. to preserve the architectural

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integrity and aesthetic design of the community. Builders or lot owners must receive approval of Declarant before switching lots with other builders and/or lot owners.

ARTICLE III

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of a representative subsequently appointed by the Declarant (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60 days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. Declarant shall have the right to appoint the Architectural Committee until all Lots are sold and transferred by the Declarant and forty homes have been built in Ox Bottom Gardens. All members of the Architectural Committee shall serve at the pleasure of the Declarant. The Declarant may appoint an architectural firm to serve as the Architectural Committee. After all Lots are sold and transferred by the Declarant and forty homes have been built in Ox Bottom Gardens, the Architectural Committee shall be appointed by a majority of the Homeowners. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Declarant as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division.

Copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The Declarant may adopt a schedule of reasonable fees for processing requests for approval under this Article III. The plans and specifications shall include the following information:

(1) Building plans showing floor plans and front, side and rear elevations.

(2) Exterior finish schedule showing material, style, and color for surfaces.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

(4) Landscape plan and details.

Declarant has established a landscape plan for each home to meet minimum aesthetic requirements within the Ox Bottom Community. Each home shall, <u>prior to occupancy</u>, have the following landscape in place. The landscape plan must be submitted before construction commences and must be approved by the Architectural Committee.

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(a) One (1) load fill for final grading.
(b) 2,500 square feet of sod.
(c) One (1) tree with minimum value of $100.
(d) Twenty (20) bales of pine straw.
(e) Twenty (20) 3 gallon Spreading Junipers.
(f) Twenty (20) 1 gallon winter hardy plants for front of home.
(g) Labor for grading at approx. $250.

The aforesaid landscape requirements are minimum standards and may be improved upon by builders and/or home owners. No certificate of occupancy shall be issued until landscaping minimums are in place. All homeowners agree to replace damaged plants on an as-needed basis but, in no event, later than 30 days after written notification by the Declarant or Architectural Review Committee.

(5) The contractor who will perform and be responsible for all work.

(6) Typical wall section or section to cover all details.

(7) Floor plan showing electrical switch outlets and plumbing.

(8) Fence submittal (if applicable).

(9) Pool submittal (if applicable).

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with the existing or proposed improvements to the Lots.

(2) General quality in comparison with the existing improvements to the Lots.

(3) Location in relation to surrounding improvements.

(4) Location in relation to topography.

(5) Changes in topography.

(6) Aesthetic considerations.

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

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ARTICLE IV

LAND USE AND BUILDING TYPE

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

ARTICLE V

SUBDIVISION OF LOT

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

ARTICLE VI

DWELLING SIZE

No dwelling shall be permitted in any Lot unless the ground floor area of the main structure contains at least 1,800 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 1,800 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two stories in height.

ARTICLE VII

BUILDING, DRIVEWAY AND FENCE LOCATION

AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot; within any building setback or easement area depicted on the Plat of Ox Bottom Gardens nearer than twenty-five (25) feet to the front Lot line; nearer than twenty-five (25) feet to the rear lot line; nearer than seven and one-half (7 1/2) feet to a side-interior Lot line; or nearer than twenty (20) feet to any side street line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than one (1) foot to an interior Lot line. No fence or wall shall be located nearer to the front Lot line than the rear of the primary building. No fence or wall shall exceed six (6) feet in height. No fence or wall shall be located nearer than two (2) inches to an interior lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article III of this Declaration. The primary and front entrance to each dwelling shall face a street. In the event a Lot has frontage on more than one street, the Declarant shall determine in its sole discretion which street shall be deemed to be the front of the Lot. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be

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placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. the Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE VIII

GARAGES

Each building shall have a functional garage attached thereto with a capacity of not less than two (2) automobiles. Garage entrances may face the front lot line. The owner of each lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. Garage door colors and trim shall be one of the five (5) colors (White, Parchment, Almond, Sierra Tan or Brookstone Clay).

ARTICLE IX

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X

TEMPORARY STRUCTURES AND BASKETBALL POSTS

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No basketball backboards, nets, or poles will be permitted.

ARTICLE XI

SIGNS

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

ARTICLE XII

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation

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of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article III of this Declaration. All pets shall at all times be confined within the Owner's dwelling, securely on a leash, or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA, PLAYGROUND EQUIPMENT AND TANKS

No exterior radio or television antenna may be installed on any portion of the Properties. No satellite-dish antenna shall be approved or placed or permitted to remain on any Lot. Playground equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Declarant. Mail boxes shall be provided by the Homeowners Association.

ARTICLE XV

EXTERIOR MAINTENANCE

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

ARTICLE XVI

BOATS, TRAILERS, -- RECREATION VEHICLES AND ACTIVITIES

No motor vehicle, boat, trailer, motorcycle, motor home,

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camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and wood working, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XVII

ACCESS TO OTHER PROPERTY

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

ARTICLE XVIII

VEHICLES PROHIBITED

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go-cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XIX

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XX

TREE REMOVAL OR DAMAGE

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

ARTICLE XXI

FACTORY BUILT STRUCTURES

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

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ARTICLE XXII

DRIVEWAYS AND PARKING ARES

All driveways, parking areas and sidewalks shall be constructed of exposed aggregate as approved by the Architectural Committee. All driveways shall have a minimum width of sixteen (16) feet. Black asphalt, gravel, pine straw, mulch, concrete, pavers, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner. All driveways shall be constructed in a manner that will not alter or interfere with the drainage system within the Properties.

ARTICLE XXIII

EXTERIOR FINISHES

ROOFS AND SHUTTERS

The exterior of all foundations shall be brick. Not less than eighty percent (80%) of the exterior finish of each side of each dwelling and accessory structure shall be brick. The remaining exterior finish shall be HARDIE-BOARD as manufactured by the James Hardi building products system. The exterior finish of each structure shall be consistent in quality, workmanship and detail on all sides of the structure. Roofs shall be 7-12 pitch, architecturally designed, with WEATHERED-WOOD, 25 year shingles.

ARTICLE XXIV

UTILITY CONNECTIONS

AND SOLAR COLLECTORS

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

ARTICLE XXV

HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded by landscaping and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of the structure. Window air-conditioning units shall not be permitted.

ARTICLE XXVI

WALLS, FENCES AND GATEPOSTS

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

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allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation of the provisions set forth in Article III above. Only wood fences, 6 feet in height and of the "shadowbox" design shall be allowed.

ARTICLE XXVII

FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, pellet guns, B.B. guns, slings, slingshots, bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate authorities.

ARTICLE XXVIII

WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system of any type shall be permitted on any Lot unless specifically approved in writing by the Architectural Committee. No individual sewage disposal system shall be permitted on any Lot.

ARTICLE XXIX

CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one 1) year after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Declarant may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored, or kept on any Lot, except during and when being used in construction. During construction, no fill dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the Owner thereof.

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Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot, a Certificate of Occupancy must be issued by the City, and the approved landscaping plan must be implemented.

ARTICLE XXX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional subject to Declarant's approval.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than one hundred percent (100%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the first forty Homeowners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

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Section 7. Homeowners Association. All Ox Bottom Gardens Homeowners are required to join the Ox Bottom Manor Homeowners Association and pay yearly dues of $250.00 as prescribed therein.

Section 8. FHA/VA Approval. As long as there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common area and amendment of this Declaration.

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

WITNESSES:

Anne F. Duchan

Karen S. Daniels

JAMESMARK, INC., a ~~Florida~~ corporation

By: _____

Its: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this March 17 1993 by James A. Freeman, who is personally known to me and who did not take an oath.

Notary Public Anne F. Duchan

My Commission Expires: 4/6/93

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EXHIBIT "A"

OX BOTTOM MANOR

43.40 Acre Tract

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A tract of land lying in Section 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 Section 19, Township 2 North, Range 1 East, Leon County, Florida, 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 3997.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 41 minutes 55 seconds West along said right of way boundary and a projection thereof a distance of 1330.40 feet to the centerline of Meridian Road, thence North 00 degrees 05 minutes 20 seconds West along said centerline 298.80 feet, thence North 00 degrees 05 minutes 16 seconds East 1013.48 feet, thence North 00 degrees 29 minutes 44 seconds West 0.11 feet, thence East 109.02 feet, thence North 67 degrees 24 minutes 35 seconds East 772.98 feet, thence North 22 degrees 35 minutes 25 seconds West 34.07 feet, thence North 67 degrees 24 minutes 35 seconds East 773.07 feet, thence South 15 degrees 36 minutes 52 seconds East 954.11 feet, thence South 10 degrees 23 minutes 12 seconds West 160.00 feet, thence South 32 degrees 55 minutes 23 seconds East 78.26 feet, thence South 00 degrees 20 minutes 42 seconds West 611.08 feet to the POINT OF BEGINNING.

Less and Except that part of the foregoing described property lying within the maintained right of way boundary of Meridian Road.

STREET ADDRESS: 2415 PLANAR DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12701 • TALLAHASSEE, FLORIDA 32317 • (850) 878-6189
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