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BK: 4877 PG:660, Page1 of 15
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**DECLARATION AND COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR OXBOTTOM CREST**

THIS DECLARATION, is made and executed on this 17th day December, 2015,
by Ox Bottom Thomasville, LLC, hereinafter referred to as the Declarant.

WITNESSETH:

WHEREAS, Declarant is the record fee simple title owner of real property in
Tallahassee, Leon County, Florida, which is more particularly described on the attached
Exhibit "A", and

WHEREAS, These covenants rescind and replace any prior restrictive covenants
placed on the Property; and

ARTICLE I—Definitions

(a) "Association" shall mean the Ox Bottom Crest Home Homeowners
Association, Inc. a Florida corporation not for profit, its successors and assigns.

(b) "Declarant" is Ox Bottom Thomasville, LLC

(c) "Property" shall mean that certain real property described in Exhibit "A"
attached hereto and any additions hereto which may hereafter be brought within the
jurisdiction of the Association.

(d) "Lot" shall mean any lot shown on the plat attached hereto as Exhibit "B".

(e) "Owner" shall mean any record owner of a fee interest or individual fee interest
in a Lot, whether one or more persons or entities, including contract sellers, but excluding
any person or entity having an interest in a Lot, whether one or more persons or entities,

including contract sellers, but excluding any person or entity having an interest in a Lot as security for the performance of an obligation.

(f) "Member" shall mean a member of the Association as defined in Article III hereinbelow.

(g) "Easement Areas" shall mean those easements for ingress and egress, roadways, pedestrian walkways, bikeways, utilities, drainage, holding ponds, and parks, as shown on the recorded plat of the Property, and which include those Homeowners Association Easement Areas shown on the plat attached hereto as party of Exhibit "B".

ARTICLE II—Property Rights

(a) Every owner shall have a right and easement of enjoyment in and to the Easement Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following conditions:

(1) The dedication of the roadways and drainage ponds to the City of Tallahassee;

(2) The right of the Association to make and enforce reasonable rules and regulations relating to the Easement Areas;

(3) The right of the Association or any other owner of record to dedicate all or any part of the Easement Areas to any public agency or authority; No such dedication by the Association shall occur unless, at a meeting of the Members of the Association, called for such purpose, two-thirds (2/3) of those votes cast at such a meeting of the Members are cast in favor of the proposed dedication; and

(4) No Owner shall have any greater rights in that easement and right of way described in the Plat than granted to an Owner in said Plat.

(b) Any Owner may delegate his right of enjoyment to the Easement Areas to members of his family, his tenants or contract purchasers who reside on the property, and to his invitees.

(c) No property owner shall erect a fence in a drainage easement in a way that would impede the flow of water through the easement. The Association shall be granted any easements necessary over individual properties by Owners to access and maintain the Landscape Buffer and drainage easements.

ARTICLE III—Membership

Every person or entity who is a record owner of a fee interest or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. Membership shall be appurtenant to and not severable from ownership of any Lot which is subject to the Declaration. Membership shall terminate immediately upon the transfer of all member's fee interest(s) or undivided fee interest(s) in any Lot(s) subject to the Declaration. The Association shall not issue any certificates of membership.

ARTICLE IV—Voting Rights

(a) The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Members with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. If two or more Members own a fee interest in any Lot then their vote shall be exercised as they so determine, but in no event shall such Class A Members be allowed more than one vote for each Lot which is co-owned by them.

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to three votes for each Lot owned by Declarant. The Declarant's Class B membership shall be converted to Class A membership on the date when the Declarant owns of record a fee interest in no more than five or fewer Lots subject to the Declaration.

(b) Notwithstanding anything to the contrary contained herein, the Board of Directors shall be elected by the members on a one Lot one vote basis at an election to be held after 75% of the Lots have been sold or deeded by the Declarant.

ARTICLE V—COVENANTS FOR ASSESSMENTS

(a) The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and lawn care and landscape maintenance provided by a third party for each Lot. The lawn care and landscaping will include mowing, blowing, edging, pruning, and weeding of flower beds. Owner must provide access to front and back yard for lawn care. The assessments are to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on an Owner's Lot and shall be a continuing lien upon the Lot against which each such lot assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the common areas, individual Lots lawns and landscape maintenance, front entrance landscaping, signage and Easement Areas.

(c) The annual assessment for each Lot is \$810.00 per year and shall be collected in quarterly or yearly installments at the election of the Association. Changes in the annual assessment will be by a Majority vote by members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) In addition to the annual assessments authorized above, the Association 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 maintenance, construction, reconstruction, repair or replacement of an improvement upon the Easement Areas, excluding the roadways and drainage ponds, including fixtures and personal property related thereto, provided that any such special assessment must have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Once approved by the Members, a special assessment shall be collected in the manner determined by the Board of Directors. A special assessment must be fixed at a uniform rate for all Lots.

(e) Written notice of any meeting called for the purpose of taking any actions authorized under Article V, paragraph (d) hereinabove shall be mailed or delivered to all Members not less than 30 days or more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of the Members shall constitute a quorum.

(f) In the event an owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, through the Board of Directors and after approval by majority vote of the Board of Directors, shall have the right, through agents or contractors or otherwise, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of any building and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

(g) There is a 10% past due charge added for any assessment not paid within 30 days after the due date. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally for non-payment of the assessment, or it may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Easement Areas or Abandonment of a Lot.

(h) As long as Declarant retains ownership of Lots they will pay no assessments or dues on said Lots. Declarant will cover shortfall in the operation budget for Ox Bottom Crest up to the per Lot dues or assessment amount as long as no Dues are paid. Once the Declarant acquires a Certificate of Occupancy for a home on a Lot, the Lot's new Owner shall be assessed the full assessment that year on a pro rata basis.

ARTICLE VI—Architectural Control

(a) No Owner shall erect or maintain any building, fence, light post, mailbox, wall, or other structure, nor commence or make any exterior addition to or alteration of the shape,

color or appearance of the exterior of existing improvements, nor make any material alteration, addition or deletion to the landscaping of any Lot, unless and until the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details shall have been submitted to and approved in writing by an Architectural Control Committee of the Board of Directors as to the quality of materials, harmony of external design and color, and the location in relation to surrounding structures and topography. The Architectural Control Committee must also approve the site plan for each dwelling or improvement with respect to its proximity to dwellings or improvements on adjacent Lots and the effect it will have on the privacy of adjacent Lot Owners. Except with respect to the minimum requirements set forth in Article VI, paragraph (c) herein below, if the Architectural Control Committee fails to take action on the Owner's plans and specifications within 30 days after its receipt of same, its approval will not be required.

(b) The Declarant, or its designee, shall comprise the Architectural Control Committee until such time as it owns no lots in the subdivision or otherwise resigns.

(c) The minimum building and architectural control requirements applicable to the property are as follows:

(1) The minimum size of a residential dwelling constructed on a Lot shall be one thousand three hundred fifty (1,350) heated square feet. Porches, garages, and deck areas, even if heated, shall not be included in this minimum square footage requirement. In the event a structure contains more than one story, the ground floor must contain not less than 1,000 heated square feet.

(2) No building or other structure of any type constructed on a Lot shall exceed two (2) stories in height.

(3) Each single family detached unit shall have an enclosed garage capable of accommodating two automobiles. Garage doors shall be kept closed except when exiting and entering. Motor vehicles shall not be parked on unpaved front yard portions of the parcel. Parking on the street is prohibited with the exception of short term guest parking.

(4) All fences must be approved by the Architectural Control Committee. In addition, all Fences must be painted white within 90 days of installation.

(5) Each residential dwelling shall be connected to an underground utility system with the City of Tallahassee or Talquin Utilities, the cost of which is to be borne by the Owner.

(6) All residential dwellings shall have a front elevation which architectural detail is consistent with other dwellings located on the Property.

(7) All shingles must be approved by the Architectural Control Committee, including color and type.

(8) Landscaping consistent with other dwellings located on the Property is required with respect to each new residential dwelling.

(9) All disturbed areas of land between the front of a residential dwelling and the curb shall be sodded in an uninterrupted pattern or mulched in a controlled manner. All other disturbed land areas on each Lot must at least be seeded and/or mulched in such a way that erosion and sediment runoff is controlled.

(10) All mailboxes shall be approved by the Architectural Control Committee.

(11) All structures erected on a lot shall comply with all applicable building

codes. In no event shall a residential dwelling be constructed nearer to the front lot line than 15 feet or nearer to the rear lot line than 10 feet or nearer to any side street lot line than 15 feet. The minimum side lot line setback shall be 5 feet.

(12) All satellite dishes must be installed in the back yard of the homes unless an alternate location is submitted to and approved by ACC.

(13) Each residential dwelling shall have a driveway of appropriate dimensions which shall be constructed of concrete.

(14) No window air conditioning units shall be permitted.

ARTICLE VII—Land Use Restrictions

(a) No house, Lot, or any part thereof may be subdivided. No house shall be occupied or used except for residential purposes, except that home offices incidental to residential purposes are permitted, and except further that the Declarant and its successors or assigns may use houses as model homesites and for display and sales offices. All residential dwellings must be single-family detached dwellings.

(b) No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any Easement Areas, nor shall anything be done thereon which may be or may become any annoyance or a nuisance to other Owners.

(c) No structure of a temporary character, trailer, shack, barn or other out building shall be erected or used on any Lot at any time, either temporarily or permanently unless approved by the Architectural Control Committee, provided, however, Declarant may maintain offices or storage facilities during the construction and sales periods. Likewise, a contractor may maintain a temporary storage facility to store the contractor's materials during construction.

(d) No sign or billboard of any kind shall be displayed to the public view on any Lot or any portion of the Easement Areas except one (1) sign of customary and reasonable dimension advertising the house for sale or rent or except signs used by Declarant, its successors or assigns to advertise the property during the construction and sales periods.

(e) All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All trash and garbage shall be kept in sanitary closed containers.

(f) No Owner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.

(g) No disabled vehicle shall be parked or stored on any of the Easement Areas, nor parked or stored on any Lot except in a garage. No boat, trailer, camper, or recreational vehicle shall be parked or stored on any of the Easement Areas nor parked or stored on any Lot except in a garage or at a location behind the residence. However, in no event shall vehicles be visible from a street which runs adjacent to the property.

(h) Household pets such as dogs or cats are permitted but shall not be kept, maintained, bred, or raised for commercial purposes.

(i) The Property Owners shall have the right to lease their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation and Bylaws of the Association.

(j) No Basketball goals shall be permitted to be attached to any part of the dwelling. Temporary basketball goals with wheels are permitted only while being used. When not in use basketball goals are required to be stored on the side of the home or in the garage.

Permanent Basketball goals will not be permitted.

ARTICLE VIII—Dedication of Easement Areas

Declarant, its successors and assigns reserve the right to dedicate all or part of the Easement Areas to any public agency or governmental unit, and all easements in favor of the Owners created by this Declaration are subject to this condition.

ARTICLE IX—Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants, restriction, condition, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so.

ARTICLE X—Duration and Amendment

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time with consent and approval of not less than two-thirds (2/3) of the Owners. For the purposes of amendment of this Declaration, co-owners of a Lot shall be considered as one owner. To become effective, an amendment must be recorded. However, the Declarant reserves and shall have the sole right: (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract of deed, subsequent Declaration of Covenants and Restrictions, or other instrument

hereafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of an adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applies to any other person or real property.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the date and year first above written.

Signed, sealed and delivered

in the presence of:

Nicole Heath

Signature

Ox Bottom Thomasville, LLC

Nicole Heath

Printed Name

J Ghazvini

By: Jason Ghazvini

Sean Deiter

Signature

Its: Manager

Sean Deiter

Printed Name

STATE OF FLORIDA

COUNTY OF LEON

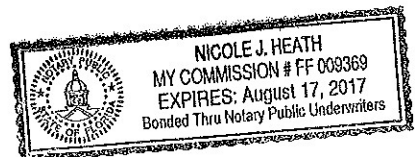
Jason Ghazvini, Manager of Ox Bottom Thomasville, LLC known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:

Personally known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December 2015.

Nicole Heath

NOTARY PUBLIC



"*EXHIBIT A*" 1 of 2

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

December 18, 2015

Legal Description of a 53.88 Acre Tract
Certified To: Ox Bottom Thomasville, LLC

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J-17.051, Florida Administrative Code).

Commence at the Southwest corner of Section 28, Township 2 North, Range 1 East, Leon County, Florida, thence run North 00 degrees 21 minutes 49 seconds West 1010.20 feet, thence run North 89 degrees 43 minutes 11 seconds East 736.80 feet, thence run North 00 degrees 21 minutes 49 seconds West 186.76 feet to a concrete monument (marked #1254) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 21 minutes 12 seconds West 439.65 feet to a concrete monument, thence run North 87 degrees 22 minutes 33 seconds East 306.40 feet to a concrete monument, thence run North 00 degrees 27 minutes 04 seconds West 355.47 feet to a concrete monument (marked #1254), thence run North 87 degrees 26 minutes 22 seconds East 1374.25 feet to an iron rod and cap (marked #6590), thence run North 87 degrees 22 minutes 14 seconds East 377.21 feet to an iron pipe, thence run South 79 degrees 04 minutes 29 seconds East 824.42 feet to an iron rod and cap (marked #6590), thence run South 79 degrees 07 minutes 42 seconds East 290.68 feet to an iron rod and cap (marked #6590), thence run South 03 degrees 06 minutes 04 seconds East 318.79 feet to an iron rod and cap (marked #6475), thence run South 03 degrees 11 minutes 42 seconds East 469.24 feet, to an iron rod and cap (marked #6475) thence run South 24 degrees 26 minutes 02 seconds West 322.13 feet, to an iron rod and cap (marked #6475) thence run North 49 degrees 25 minutes 54 seconds West 681.02 feet to a iron rod and cap (marked #4664), thence run North 29 degrees 22 minutes 44 seconds East 56.87 feet, to an iron rod and cap, (marked #4664) thence run North 00 degrees 34 minutes 56 seconds West 50.04 feet, to an iron rod and cap (marked #4664) thence run North 89 degrees 25 minutes 04 seconds East 300.31 feet, thence run North 00 degrees 34 minutes 56 seconds West 558.82 feet, to an iron rod and cap (marked #6590) thence run North 79 degrees 08 minutes 10 seconds West 826.85 feet to an iron rod and cap (marked #6475), thence run South 87 degrees 24 minutes 20 seconds West 373.81 feet, , to an iron rod, thence run South 87 degrees 31 minutes 26 seconds West 452.51 feet to an iron rod and cap lying on the Easterly right-of-way boundary of Cold Harbor Drive, said point also lying on a curve concave to the Northeasterly, thence run Southeasterly along said right-of-way boundary the following (6) six courses: along said arc of a curve having a radius of 335.00 feet, through a central angle of 25 degrees 28 minutes 06 seconds, for an arc distance of 148.91 feet, chord

EXHIBIT A
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being South 31 degrees 55 minutes 18 seconds East 147.69 feet to an iron rod and cap, South 44 degrees 39 minutes 21 seconds East 193.83 feet, to a point of curve to the right having a radius of 390.00 feet, through a central angle of 35 degrees 58 minutes 02 seconds, for an arc distance of 244.82 feet, chord being South 26 degrees 40 minutes 20 seconds East 240.82 feet to a point of reverse curve having a radius of 790.00 feet, through a central angle of 48 degrees 04 minutes 54 seconds, for an arc distance of 662.96 feet, chord being South 32 degrees 45 minutes 17 seconds East 643.67 feet to a point of reverse curve having a radius of 390.00 feet, through a central angle of 56 degrees 48 minutes 01 seconds, for an arc distance of 386.63 feet, chord being South 28 degrees 24 minutes 00 seconds East 370.99 feet, thence run South 201.10 feet to an iron rod and cap (marked #7160) lying on the Northerly right-of-way boundary of Ox Bottom Road, thence run North 84 degrees 20 minutes 59 seconds West along 0.48 feet to a concrete monument (marked #6475), thence run North 84 degrees 14 minutes 25 seconds West along said right-of-way boundary 134.47 feet, thence run North 88 degrees 17 minutes 39 seconds West along said right-of-way boundary 1102.88 feet, thence leaving said right-of-way boundary run North 00 degrees 20 minutes 17 seconds West 656.67 feet, thence run North 88 degrees 21 minutes 17 seconds West 829.43 feet to the POINT OF BEGINNING Containing 53.88 acres more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
Surveyor and Mapper Florida
Certificate No: 4261

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