

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS

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 Lean 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 preselected by Jamesmark, Inc. to preserve the architectural integrity end 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 II 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 shall be 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, prior to occupancy, have the following landscape in place. The landscape plan must be submitted before construction commences and must be approved by the Architectural Committee.

- (a) one (1) load fill for final grading
- (b) 2,500 square feet of sod.
- (e) One (1) tree with minimum value of \$100.
- (d) Twenty (20) bales of pine straw.
- (e) Twenty (30) 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) Pence 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

ARTICLE IV

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and 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 resubdivided after the Lot has been conveyed by the Declarant. This provision shall not, however, be construed to prohibit the Declarant from 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 Bole 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 1,600 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) foot 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 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 limitation 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 eels 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 provide 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 of the foregoing, the owners of pets shall be responsible for moving 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 puts shall at all times be confined within

the. owners 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 crop 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 rake 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,

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", shall be placed or permitted to remain on any Lot

ARTICLE XXII

DRIVEWAYS AND PARKING AREAS

All driveway, 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 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 in 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 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, BB. 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 there from 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.

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 the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

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:

JAMESMARK, INC.,

a Florida corporation

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR OX BOTTOM GARDENS

This First Amendment to Declaration of Covenants and Restrictions made this 31th day of March, 1994, by Jamesmark, Inc., a Florida corporation, 7118 Beech Ridge Trail, Tallahassee, Florida, 32312, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant did on March 17, 1993, execute the Declaration of Covenants and Restrictions for Ox Bottom Gardens, which declaration was recorded on January 20, 1994, in Official

Records Book 1703, Page 2181 of the Public Records of Leon County, Florida, and

WHEREAS, Declarant has found it necessary to amend the Declaration.

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. ARTICLE VII, is amended in its entirety to read as

follows:

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 five (5) 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 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.

JAMESMARK, INC., a Florida Corporation

Mark A. Conner,

V ice president

IN WITNESS WHEREOF, this instrument has been executed by Declarant the day and year first above written.

WITNESSES:

STATE OF FLORIDA COUNTY OF LEON

DECLARANT:

The foregoing instrument was 31th day of March 1994, by Mark A. Conner, as Vice president Jamesmark, Inc., who is personally take an oath.

ANN F. Dechamn

My Commission Expires: 4/6/97

SECOND AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS FOR OX BOTTOM

This Second Amendment to Declaration of Covenants and Restrictions made this 28th day of June 1994, by Jamesmark, Inc., a Florida corporation, 7118 Beech Ridge Trail, Tallahassee, Florida, 32312, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant did on March 17, 1993, execute the Declaration of Covenants and Restrictions for Ox Bottom Gardens, which declaration was recorded on January 20, 1994, in Official Records Book 1703, Page 2181 of the public Records of Leon County, Florida, and

WHEREAS, Declarant has found it necessary to First Amend the Declaration in order to clarify Building, Driveway and Fence Location and Sight Restrictions, which Amendment was recorded on April 4, 1994 in Official Records Book 1723, Page 633 and Page 634 of the public Records of Leon County, Florida, and

WHEREAS, Declarant has found it necessary to Second Amend the Declaration.

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. ARTICLE II, TYPES OF STRUCTURES, is eliminated in its entirety.

2.

follows:

ARTICLE VI, is amended in its entirety to read as

ARTICLE VI

DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,500 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 1,500 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two stories in height.

3. ARTICLE XXIII, EXTERIOR FINISHES, ROOF AND SHUTTERS, is amended in its entirety to read as follows:

ARTICLE XXIII

EXTERIOR FINISHES ROOFS AND SHUTTERS

Not less than eighty percent (80%) of the exterior finish of the front elevation of each dwelling 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, with architecturally designed shingles.

JAMESMARK I , a Florida corporation

Mark A Conner, President

IN WITNESS WHEREOF, this instrument has been executed by
Declarant the day and year first above written.

WITNESSES:

STATE OF FLORIDA COUNTY OF LEON

DECLARANT:

The foregoing instrument was acknowledged before me this
28th day of June 1994, by Mark A. Conner, as president of
Jamesmark, Inc., who is known to me and who did not personally
take an oath.

Prepared By: Anne F. Dechman 7118 Beech Ridge Trail
Tallahassee, FL 32312

RESCISSION TO FIRST AND SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR OX BOTTOM GARDENS

THIS Rescission of the First and Second Amendment to Declaration of Covenants and Restrictions made this 28th day of July, 1994 by JAMESMARK, INC., a Florida corporation, 7118 Beech Ridge Trail, Tallahassee, Florida 32312, hereinafter referred to as

Declarant,

W I T N E S S E T H:

WHEREAS, Declarant executed a Declaration of Covenants and Restrictions for Ox Bottom Gardens which Declaration was recorded in O.R. Book 1703, : Page 2181 of the public records of Leon County, Florida; and

WHEREAS, Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restrictions for OX Bottoms Gardens which was recorded in O.R. Book 1723, page 1333 of the public records of Leon County, Florida; and

WHEREAS, Declarant executed a Second Amendment to the Declaration of Covenants and Restrictions for)x Bottom Gardens which was recorded in O.R. Book 1745, Page 1313 and

WHEREAS, the original Declaration necessitated that each owner of property consent to an amendment of the Declaration of Covenants Conditions and Restrictions for Ox Bottom Gardens; and

WHEREAS, each: owner of the property did not consent to the First and Second Amendment of Declaration of Covenants and Restrictions for Ox Bottom Gardens.

THEREFORE, in consideration of the premises recited above the First and Second Amendment to the Declarant on of Covenants, Conditions and Restrictions for Ox Bottom Gardens is hereby rescinded.

JAMESMARK, A Florida Corporation

MARK A. CONNER

President

COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of July, 1994, by MARK A. CONNER as President of Jamesmark, Inc., who is personally known to me and who did not take an oath.

Anne F Dechman

NOTARY PUBLIC

ARTICLES OF INCORPORATION

OX BOTTOM GARDENS HOMEOWNERS' ASSOCIATION, I

OF

We the undersigned join together for the purpose of forming a corporation not for profit under chapter 617, Florida Statutes, and adopt the following Articles of Incorporation.

ARTICLE I

NAME: The name of this corporation is "OX Bottom Gardens Homeowners' Association, Inc.".

ARTICLE II

PURPOSE: This corporation is organized to further promote the common interest of property owners in the area known or to be known as "The Gardens" a subdivision located in Leon County, Florida, on that certain real property more particularly described in Exhibit A attached hereto. This corporation shall have and may exercise all of the powers and privileges set forth in the Declaration of Covenants and Restrictions for The Gardens, as the same may be amended from time to time. Additionally, this corporation shall have and may exercise any and all powers, rights and privileges which a corporation not for profit organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

ARTICLE III

QUALIFICATION OF MEMBERS: Each owner of a fee or undivided interest in a Lot in The Gardens, as defined in Declaration of Covenants and Restrictions for The Gardens, shall automatically be a member of this Association; provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

ARTICLE Iv

DURATION: This corporation shall have perpetual existence.

ARTICLE V

INCORPORATORS: The name and address of each incorporator is:

1. Mark A. Conner
7118 Beech Ridge Trail
Tallahassee, Florida 32312

2. James A. Preiss
7118 Beech Ridge Trail
Tallahassee, Florida 32312

ARTICLE VI

DIRECTORS: The affairs of this corporation are to be managed by a Board of Directors composed of not less than three persons nor more than five persons, who need not be members of the Association. The first Board of Directors shall have three members; and in the future, the number of Directors will be determined from time to time in accordance with the bylaws of the corporation. The Board of Directors shall be elected annually commencing January, 1995. The names and addresses of the persons who shall constitute the first Board of Directors to serve until the first election are:

1. Mark A. Conner
7118 Beech Ridge Trail

Tallahassee, Florida 32312

2. James A. Preiss

7118 Beech Ridge Trail

Tallahassee, Florida 32312

3. Nancy A. Taylor

7118 Beech Ridge Trail

Tallahassee, Florida 32312

ARTICLE VII

VOTING RIGHTS: The Association shall have two classes of voting membership:

Class A. Class A membership shall be all members other than JAMESMARK, INC., its successors and assigns, (hereinafter referred to as "Declarant"). Class A members shall be entitled to one vote for each Lot owned. When more than one person owns such interest in any Lot all such. persons shall collectively be entitled to one vote per Lot, which vote shall be exercised by the consent of a majority of the owners of record of such Lot. For the purpose of exercising voting rights, the owner of a Lot which *has* a residential dwelling On it may designate the occupant to vote; provided said designation shall be made in writing and shall remain in *effect* until canceled in writing and delivered to the Association.

Class B. Class B member shall be the Declarant, his successors or assigns. The Class B membership shall be

entitled to cast two votes for each Lot in which he holds the interest required for membership; provided that the Class B membership shall cease and become converted to Class A membership when seventy five percent (75%) of the Lots are owned by persons or entities other than Declarant, or on January 1, 1992, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as required pursuant to the Declaration of Covenants and Restrictions for The Gardens as shown by the books of the Association.

ARTICLE VIII

BYLAWS: The bylaws of this Association may be made, adopted, amended or rescinded from time to time by the Board of Directors; or by the members at any annual or special meeting duly called for such purpose by the affirmative vote of fifty-one percent (51%) of both classes of membership present and voting at such meeting.

ARTICLE TX

OFFICERS: The officers of this Association shall be a President, Vice President, Secretary and Treasurer and such additional offices as the Board of Directors shall establish from time to time. All officers shall be elected by the Board of Directors following the election of the Board of Directors by the members of the Association. The Board may. elect themselves or other persons to fill such offices, and such offices may be

filled by persons not members of the Association. Any two or more offices may be held by the same person unless prohibited by law. The names of the officers who are to serve until the first election under these Articles are:

1. President - James A. Preiss

2. Vice President - Mark A. Conner

3. Secretary/Treasurer - Nancy A. Taylor

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ARTICLE x

REGISTERED OFFICE AND AGENT: The address of the initial registered office of the Association is 7118 Beech Ridge Trail, Tallahassee, Florida 32312, and the name of the initial registered agent at that address is Mark A. Conner. This is also the principal place of business.

ARTICLE XI

AMENDMENTS: Until termination of Class B membership as set forth in Article IX hereof, amendments to these Articles of Incorporation shall be made by a majority vote of the Board of Directors. After such time as Class B membership shall terminate, these Articles may be amended by the affirmative vote of fifty-one percent (51%) of the membership; provided, however, that no amendment shall conflict with any provision of the Declaration of Covenants and Restrictions for The Gardens, as amended from time to time; and in the event of any such conflict, the provisions of said Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation 27th day of January, 1994.

STATE OF FLORIDA COUNTY OF LEON

The foregoing was acknowledged before me by MARK A. CONNER, and JAMES A. PREISS, this 27th day January, 1994.

Anne Dechman

NOTARY PUBLIC

AMENDMENT TO ARTICLES OF INCORPORATION

OF OX BOTTOM GARDENS HOMEOWNERS ASSOCIATION Inc.

Pursuant to the provisions of Section 607.1006, Florida Statutes, this corporation adopts the following amendment to its articles of incorporation:

FIRST: Amendment, adopted:

Article III shall read as follows:

QUALIFICATION OF MEMBERS: Every person or entity whose is a record owner of any lot is entitled to membership and voting rights in the association. Membership is appurtenant to, and inseparable from, ownership of the lot.

Article XI shall read as follows:

AMENDMENTS: Amendment of the Articles of Incorporation requires the approval of at least 2/3 vote of the lot owners.

Article XI shall read as follows:

DISSOLUTION: Upon dissolution of the Association, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes.

SECOND: The date of the amendment's adoption is April 3,
1995.

THIRD: The amendments were approved by a majority vote of
the Board of Directors and adopted by all the
members on April 20, 1995.

DATED this 6th day of April, 1995.

OX BOTTOM S HOMEOWNERS'

ASSOCIATION, INC.

MARK A. CONNER

President and Director

BYLAWS

OF

OX BOTTOM GARDENS HOMEOWNERS' ASSOCIATION, INC.

The following are the Bylaws of OX BOTTOM GARDENS HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, which Bylaws have been duly adopted by the Initial Board of Directors of the Association

SECTION 1. DEFINITIONS AND TERMINOLOGY

The terms defined in the Declaration of Covenants and Restrictions for OX BOTTOM GARDENS (the "Declaration") are incorporated herein by reference

SECTION 2. PRINCIPAL OFFICE

The principal office of the Association shall be for the present at 7118 Beech Ridge Trail, Tallahassee, Florida 32312, and thereafter may be located at any place in Leon County, Florida as designated by the Board of Directors; provided, however, meetings of Members and directors may be held at such places within Leon County, Florida, as may be designated by the Board of Directors

SECTION 3. MEMBERSHIP: MEMBERS' MEETINGS: VOTING

3.1 The qualification of Members, the manner of their admission to membership in the Association and the termination of such membership and the voting by Members shall be as set forth in the Articles of Incorporation.

3.2 The Members shall meet annually commencing in January 1995 ("Annual Members' Meeting") The Annual Members' Meeting shall be held at the office of the Association or at such other place in Leon County, Florida as the Board may determine and designate, and at such time and on such date in the month of January of each year as the Board may determine and designate in the notice of such meeting. The purpose of the Annual Members' Meeting shall be to hear report; of officers, elect Members of the Board and transact any other business authorized to be transacted at such Annual Members' Meeting

3.3 Special meetings of the Members shall be held at any place within Leon County, Florida whenever called by the President or by a majority of the Board. A special meeting must be called by the President upon receipt of a written request from Class A Members having the right to vote at least fifty one percent (51%) of the total number of votes entitled to be cast by Class A Members.

3.4 A written notice of all Members' Meetings shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to said address not less than fourteen (14) days; nor more than forty five (45) days prior to the date of the meeting unless specifically waived in writing by a Member; provided, however, notice of a meeting called for the purpose of establishing a special assessment pursuant to Article V, Section 5 of the Declaration shall be given at least thirty (30) days in advance of any such meeting. All notices shall state the time and place of the meeting and the general purposes for which the meeting is called,

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required' under the terms of the Declaration, the decision of a majority of each class of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such meeting or submits a response if action is taken by written response in lieu of a meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth the time period during which the written responses must be received by the Association.

3.6 A quorum of the Members shall consist of Members entitled to cast a majority of the total number of votes of each class of the Members, unless otherwise provided in the Declaration. Any Member may join in the action of any meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights of each class of Members present in person or represented by written proxy shall be required to decide the question. However, if the question' is one upon which a vote) other than the majority vote of a quorum is required by express provisions of the Declaration or Articles, then such express provision shall govern and control of the required vote on the decision of such question.

3.7 If a quorum is not in attendance at a meeting, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourn meeting being required unless otherwise determined by the Board, or unless required by express provisions of the Declaration.

3.8 Minutes of all meetings, shall be kept in a businesslike manner and be available for inspection by the Members and the Board of Directors at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing, signed by the person or entity giving the same and shall be valid for the period of time or meetings designated therein, and, if so stated, in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting' in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy, provided that such revocation shall be in writing or by the act of the Member giving such Proxy present at the meeting.

SECTION 4. BOARD OF DIRECTORS; MEETINGS.

4.1 The business and administration of the Association shall be by its Board of Directors, which shall consist of not less than three (3) nor more than five (5) Members as determined by a majority vote of both classes of Members at a meeting duly called for such purpose at which a quorum is present. The initial Board of Directors shall consist of three (3) Members.

4.2 Directors shall be elected by a majority of the votes of Members present at the Annual Members' Meeting at which a quorum is present. The election of directors shall be in accordance with the Articles. The term of the director's service shall be as stated in the Articles, and if not so stated, shall extend until the next Annual Members' Meeting, and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided. Any person elected or designated a director shall have all the

rights, privileges, duties and obligations of a director of the Association.

4.3 Meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the Board. Meetings of the Board may be called at the discretion of the President. Meetings must be called by the Secretary at the written request of at least fifty one percent (51%) of the Board.

4.4 Notice of the time and place of meetings of the Board, or adjournments thereof, shall be given to each director personally or by mail, telephone; or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such director.

4.5 A quorum of the Board shall consist of the directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Board shall constitute the official acts of the Board. If at any meetings of the Board there shall be less than a quorum present, those present may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.6 The presiding officer at all Board meetings shall be the President. In the absence of the President(the Board shall designate any one of their number to preside.

4.7 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and directors at all reasonable times.

4.8 Meetings of the Board may be opened to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

4.9 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing shall be signed by all the directors entitled to vote. Such consent shall have the same force and effect as a unanimous vote of the Board.

4.10 All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to all powers and duties set forth in the Articles and Declaration.

SECTION 5. OFFICERS.

5.1 Executive officers of the Association shall be the President, who shall be a member of the Board, the Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Board at any meeting of the Board. The Board may(front time to time, elect such other officers and assistant officers .and designate their powers and duties as the Board shall find to be necessary or desirable to manage the affairs of the Association. One (1) person may hold two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary, if applicable.

5.2 The President shall be the chief executive officer of the Association. He shall have& all of the powers and duties which are usually vested in the office of President of an association or a corporation not for profit, including, *but not limited to*, the power to appoint such committees at such times as he *may* in his discretion determine appropriate to assist in

the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board

5.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by the Members and directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records, except those of the Treasurer; and shall perform all of the duties incident to the office of Secretary as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary

5.5 The Treasurer shall have custody of all the monies of the Association, including funds, securities and evidence's of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices, and he shall perform all of the duties incident to the office of the Treasurer.

5.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from a director as an employee of the Association or preclude the contracting with a director or a party affiliated with a director for the management or performance of contract services for all or any part of the Properties.

SECTION 6. ACCOUNTING RECORDS; FISCAL MANAGEMENT.

6.1 The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices. Written summaries of the accounting records shall be made available to the Members at least annually. Such records shall include, but not be limited to, a record of all receipts and expenditures; and account for each Lot owner which shall designate the name and address of the Owner thereof, the amount of all assessments, if any, charged to each Owner, the amounts and due dates for payment of same, the amounts paid upon account, and the balance due.

6.2 The Board shall adopt a Budget. of the anticipated. Operating Expenses of the Association for each forthcoming calendar year at a special meeting of the Board ("Budget Meeting") called for that purpose to be held not later than December 1 of each year. Prior to the Budget Meeting, a proposed Budget shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, together with a notice of the assessment applicable to the Member's Lot.

6.3 All assessments shall be due and payable as set forth in the Declaration

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board

SECTION 7 RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association property and for the purpose of performing its duties under and enforcing the terms and conditions of the Declaration; provided(however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing

SECTION 8. AMENDMENTS

These Bylaws may be amended, from time to time, by the Board, or by the Members at any meeting duly called for such purpose by the affirmative vote of fifty-one percent (51%) of both classes of membership present and voting at such meeting.

SECTION 9. CONFLICTS IN DOCUMENTS

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

SECTION 10. FISCAL YEAR.

The fiscal year of the Association shall begin on the 1st day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

CERTIFICATION

I, NANCY A. TAYLOR, do hereby certify that I am the duly elected Secretary of O× BOTTOM GARDENS HOMEOWNERS' ASSOCIATION, INC., a corporation not *for* profit, organized under the laws of the State of Florida, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 1st day of January, 1994.