

RESTRICTIONS

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BONANZA MOBILE HOME PARK  
A Mobile and Modular Home Subdivision

KNOW ALL MEN BY THESE PRESENTS:

That HORST KREISCH, hereinafter called the Owner, is the owner of BONANZA MOBILE HOME PARK, a mobile and modular home subdivision located in Leon County, Florida, in accordance with plat thereof recorded in Plat Book 9, Page 15, Public Records of Leon County, Florida, on September 16, 1982, and

WHEREAS, the Owner, in order to assure that there is a harmonious and continuous plan and development for BONANZA MOBILE HOME PARK, and further to assure that all lots and blocks which it may own in the said subdivision will be binding upon its successors, assigns and legal representatives, does hereby place certain covenants and restrictions upon the said lands, which covenants and restrictions shall limit the use of each and all of the said lots as shown on the plat of BONANZA MOBILE HOME PARK, and

WHEREAS, the Owner desires to make the said lots, as shown on the said plat, subject to the covenants and restrictions hereinafter stated, and to make the said covenants and restrictions run with the land,

NOW, THEREFORE, in consideration of the premises, the Owner, for himself and his successors, legal representatives and assigns, hereby restricts the use of the aforesaid lots and does hereby place upon the said land, as described aforesaid, the following covenants and restrictions:

1. (a) No mobile home shall be placed on any lot unless such mobile home is at least fifty (50) feet in length and twelve (12) feet in width.

(b) A mobile or modular home over two years of age must be approved by the Owner.

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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
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PAUL F. HARTFIELD  
CLERK OF CIRCUIT COURT

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(c) Certain lots are specified for single wide mobile or modular homes, and certain lots are specified for double wide mobile or modular homes.

(d) Mobile homes placed on lots shall be for residential use only and shall be of the so-called modern type.

2. No mobile or modular home shall be placed on any lot unless such modular home has been manufactured by a company engaged in the manufacture of mobile or modular homes.

3. No mobile or modular home shall be placed on any lot unless the mobile or modular home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile or modular home on a lot.

4. All buyers or purchasers of lots, including their heirs, successors and assigns, shall be required to use and pay for water and sewer provided by the City of Tallahassee; in conformity herewith all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by said utility company prior to moving any mobile or modular home onto any lot in said subdivision.

5. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

6. No rubbish or garbage may be stored outside the mobile or modular home unless in covered garbage cans, and kept in an approved shed.

7. Hanging clothes or other materials outdoors at the mobile or modular home is prohibited, other than umbrella type racks. No clothes racks will be permitted in front of a home.

8. Landscaping by individual buyers is encouraged. However location of such must be approved by the Owner, due to the danger involved because of underground high voltage wiring, plumbing, and gas lines.

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9. Within sixty (60) days, all mobile or modular homes are to be skirted.

10. Storage sheds are encouraged and may be required if bikes, toys, lawnmowers, etc., cannot otherwise be kept out of sight.

11. Buyers are not to walk through private lots.

12. No fence will be erected beyond the front of the home.

13. Mail boxes will be placed on the property line near the utility outlets, with two adjoining lots sharing one post.

14. Pets:

(a) No dog or animal which is unduly noisy will be allowed under any circumstances.

(b) All animals outside of the mobile or modular home must be on a leash and never allowed to run at large.

15. Motor vehicles:

(a) Boats, campers, and trailers of any kind, and unoperative vehicles may not be parked on your driveway.

(b) No vehicle repairs (boat, motor, or other such repairs), shall be permitted in the Park.

(c) Unlicensed or inoperable vehicles shall be removed at once.

(d) Trucks and tractors over 3/4-ton must have approval of the Owner before being parked in the Park.

(e) All vehicles must be quiet and reasonable in condition and appearance.

(f) No parking on lawns or double parking on streets.

16. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the Owner, or owning or residing on any lot and shall be binding for a period of ten (10) years from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically expire unless extended for a successive period of ten (10) years by an instrument signed by a majority of the then owners of the lots in said subdivision.

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17. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no wise affect the other provisions hereof, which shall remain in full force and effect.

19. The Owner hereby reserves unto himself, his successors, legal representatives and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the rights of ingress and egress to and from the lands affected by such easements. Said Owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, HORST KREISCH has executed this instrument on this 4<sup>th</sup> day of November, 1982.

Signed in the presence of:

Cornelia W. Dow

Joyce E. Mathews

Horst Kreisch  
HORST KREISCH

STATE OF FLORIDA  
COUNTY OF LEON

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I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, HORST KREISCH, to me well known to be the person who executed the foregoing instrument, and he acknowledged to me that he executed said instrument freely and voluntarily.

WITNESS my hand and official seal in the County and State above named, this 4<sup>th</sup> day of November, 1982.

*James G. Markham*  
NOTARY PUBLIC, State of Florida  
at Large, FLORIDA



My Commission Expires: 1/13/86

1-13-86

Notary Public, State of Florida  
My Commission Expires Jan. 13, 1986  
Bonded thru Troy Fahn Insurance, Inc.