

RESTRICTIONS **OR1044PC 378**

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.

Nov 4 1 09 PM 1982

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

1044PC 379

(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 [REDACTED] 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 KREJSCH has executed this instrument on this 4th day of November, 1982.

Signed in the presence of:

Constance Ann

Joyce E. Mathews

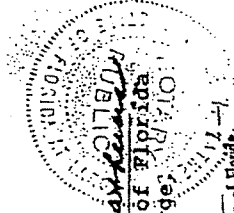
Horst Kreisch
HORST KREJSCH

STATE OF FLORIDA
COUNTY OF LEON

OR1044PC 382

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 4th day of November, 1982.



Jesse S. Maxwell
NOTARY PUBLIC, State of Florida
at Largo, FL 34710

My Commission Expires: 1/13/86

1-13-86

Notary Public, State of Florida
My Commission Expires Jan. 13, 1986
Jesse S. Maxwell, Notary Public

E A S E M E N T

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THIS INDENTURE, made this 11th day of July A.D., 1983, between HORST KREISCH, hereinafter called "Party of the First Part", and the CITY OF TALLAHASSEE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter called "Party of the Second Part"

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA
JUL 17 1983
PAUL F. HARTISFEL
CLERK OF CIRCUIT COURT

W I T N E S S E T H:

That the said Party of the First Part, for and consideration of the sum of One and No/100 (\$1.00) Dollar and other good and valuable considerations to him in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Party of the Second Part a perpetual easement for the use by the Party of the Second Part, its successors and assigns, for utility purposes over, under and across the following described parcel, piece, or strip of land, situate, lying and being in the County of Leon, State of Florida, to-wit:

A underground utility easement lying in Section 19, Township 1 South, Range 1 East, being more particularly described as follows:

Commence at an iron pipe being the Southwest corner of the Northwest Quarter of Section 18, Township 1 South, Range 1 East; thence along the West boundary of said Section 19, South 00 degrees 52 minutes 08 seconds West, 47.71 feet to the POINT OF BEGINNING; thence South 51 degrees 27 minutes 34 seconds East, 132.44 feet; thence 186.50 feet along the arc of a curve to the right, having a radius of 95.00 feet, and a chord of 109.82 feet which bears South 49 degrees 31 minutes 11 seconds East; thence South 89 degrees 48 minutes 23 seconds East, 101.08 feet; thence South 00 degrees 11 minutes 38 seconds West, 10.00 feet; thence North 89 degrees 48 minutes 22 seconds West, 109.65 feet; thence 18.19 feet along the arc of a curve to the left, having a radius of 30.00 feet, and a chord of 17.92 feet, which bears South 17 degrees 33 minutes 58 seconds West; thence South 00 degrees 11 minutes 38 seconds West, 491.79 feet to the Northerly right-of-way line of Moss Road (60 foot right-of-way); thence along said right-of-way line North 86 degrees 59 minutes 12 seconds West, 60.14 feet; thence North 00 degrees 11 minutes 38 seconds East, 487.79 feet; thence 23.61 feet along the arc of a curve to the left, having a radius of 30.00 feet, and a chord of 23.01 feet which bears North 23 degrees 21 minutes 21 seconds West; thence 75.10 feet along the arc of a curve to the right,

CITY OF TALLAHASSEE

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having a radius of 55.00 feet, and a chord of 89.40 feet which bears North 05 degrees 47 minutes 24 seconds West; thence North 51 degrees 27 minutes 34 seconds West, 124.72 feet; thence North 00 degrees 52 minutes 06 seconds East, 12.83 feet to the POINT OF BEGINNING.

A sketch of the description is attached hereto as Exhibit "A".

It is understood and agreed by and between the Party of the First Part and the said Party of the Second Part that the utility lines and equipment of the Party of the Second Part installed or located, or to be installed or located over, under and across the parcel or strip of land hereinabove described shall at all times be and remain the absolute property of the Party of the Second Part, its successors and assigns, and subject to its complete dominion and control, and the right is hereby granted to the said Party of the Second Part, its successors and assigns, and its agents and employees to enter upon said parcel or strip of land hereinabove described for the purpose of excavating, inspecting, installing, repairing, and/or removing said utility lines and equipment therefrom. The Party of the First Part will not construct any permanent improvements on the said property without the written permission from the Party of the Second Part. Party of the Second Part will restore the ground to its natural condition after installation of or any maintenance work on said utility lines and equipment.

The above conveyance is made upon the condition that should the City or its assigns at any time abandon the said land hereinabove described or cease to use it for utility lines, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the said Party of the First Part, or in its successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal the day and year first above written.

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Signed, sealed and delivered in the presence of:

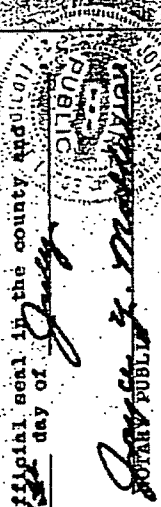
James G. Marshall
FORST KRETSCH (SEAL)

E. Lee Alexander

STATE OF Florida
COUNTY OF Leon

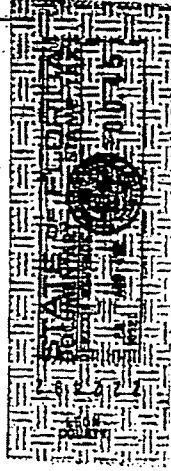
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared FORST KRETSCH, known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he executed the same in and for the purposes therein stated.

WITNESS my hand and official seal in the county and state last aforesaid this 21st day of July A.D., 1983.



My commission expires: 1/12/86

History Public, State of Florida
My Commission Expires Jan. 13, 1986
Record This For File, Tallahassee, Fla.

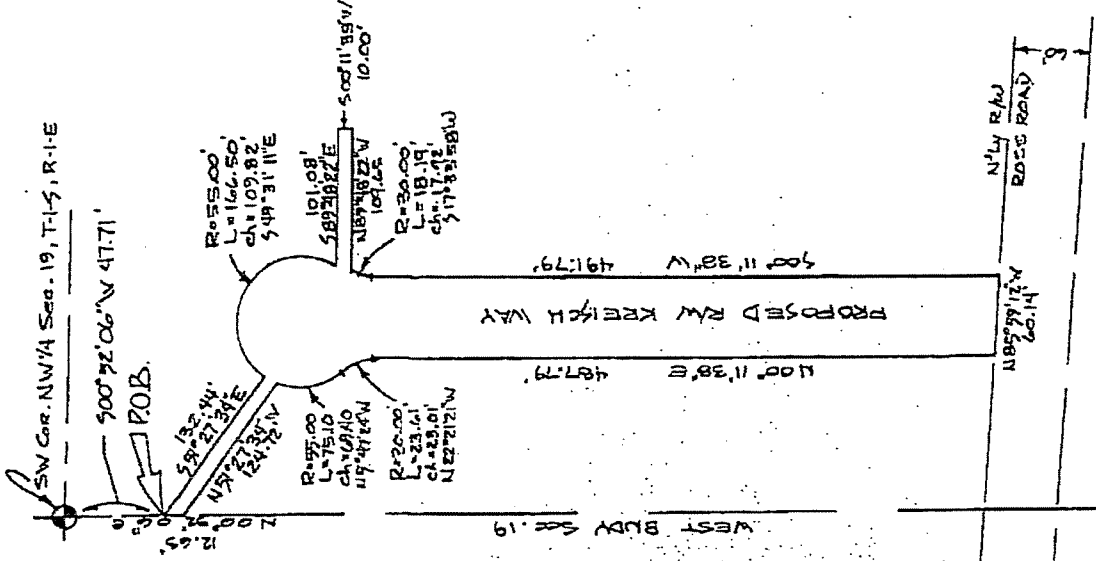


This instrument prepared by:

John T. Davis, P.E., L.S.
City Engineer
Engineering Division
City Hall
Tallahassee, Florida 32301

SHEET 1 of 2
SEE SHEET 2
FOR DETAILED
DESCRIPTION

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PREPARED BY: *Arthur B. Berger*
ARTHUR B. BERGER
FLORIDA REGISTERED LAND SURVEYOR 3729

DATE 4-25-52 SCALE 1"=100'
S/D BOJANZA PASEK
LOT _____ BLOCK _____
RECORDED _____ PAGE _____
BOOK _____

Arthur B. Berger
FLA. REG. ENG. CERT. NO. 4174

CITY TAMPA FLA. CO. HILLSBORO STATE FLORIDA
SECTION 19 TOWNSHIP 15 RANGE 1 E

POOLE ENGINEERING COMPANY, INC.

