

RESTRICTIONS

**COUNTRY MANOR ESTATES
A Mobile and Modular Home Subdivision**

KNOW ALL MEN BY THESE PRESENTS:

That **JEFF D. GAUTIER** and **ANN H. CAUTIER**, his wife, hereinafter called the Owners, are the owners of **COUNTRY MANOR ESTATES**, a mobile and modular home subdivision located in Leon County, Florida, in accordance with plat thereof recorded in Plat Book 7, Page 10, Public Records of Leon County, Florida, on October 12, 1972, and

WHEREAS, the Owners, in order to assure that there is a harmonious and continuous plan and development for **COUNTRY MANOR ESTATES**, 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 **COUNTRY MANOR ESTATES**, and

WHEREAS, the Owners desire 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 Owners, for themselves and their successors, legal representatives and assigns, hereby restrict the use of the aforesaid lots and do 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 forty (40) feet in length and ten (10) feet in width.

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RECORDS OF LEON CO. FLA.
IN THE BOOK 2 PAGE 140
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AT THE TIME & DATE NOTED
PAUL F. HIGHTSFIELD
CLERK OF CIRCUIT COURT

b) No modular (factory built) home shall be placed on any lot unless such home has at least four hundred (400) square feet of floor space in the living area.

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

d) No mobile homes with wood, masonite or other non-modern type exteriors will be permitted on lots.

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 provided by the Talquin Electric Cooperative, or its successor, or any private utility company affording such service to said subdivision; 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 home onto any lot in said subdivision, and also to pay promptly all monthly charges for service.

5. Buyers of lots in the subdivision shall be permitted, provided the state and county approve, to drill on said lot a well for the purpose of providing a secondary water supply.

6. 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.

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7. 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.

8. 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.

9. 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.

10. The Owners hereby reserve unto themselves, their 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 right of ingress and egress to and from the lands affected by such easements. Said owners shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, JEFF D. GAUTIER and ANN H. GAUTIER, his wife, have executed this instrument on this 12 day of October, 1972.

Signed in the presence of:

James Kirkland

James Kirkland

Jeff D. Gautier

JEFF D. GAUTIER

Ann H. Gautier

ANN H. GAUTIER

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STATE OF FLORIDA)
 SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, JEFF D. GAUTIER and ANN H. GAUTIER, his wife, to me well known to be the persons who executed the foregoing instrument, and they acknowledged to me that they executed said instrument freely and voluntarily.

WITNESS my hand and official seal in the County and State above named, this 12 day of October, 1972.


James K. [Signature]
Notary Public, State of Florida

My commission expires: 12-1-73
12-1-73