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RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY, FLA.  
IN THE BOOK & PAGE NOS.  
NOV 15 12 12 PM 1974  
AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mobile Home Industries, Inc., being the owner of Paradise Village Subdivision, Unit #1, located in Leon County, Florida, and more particularly described as follows:

Section 15, Township 1 South, Range 1 West, Leon County, Florida, in accordance with the plat thereof recorded in Plat Book 7, Page 30, public records of Leon County, Florida.

makes the following Amended Declaration of Restrictions to replace those restrictive covenants recorded in Official Records Book 663, Page 262, public records of Leon County, Florida, and covering the above-described real property, specifying that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of a limitation upon all present and future owners of the real property.

1. 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.
2. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any "homemade mobile home" on any of the aforesaid lots. No mobile home over five (5) years of age may be placed on any lot.
3. There shall be no conventional permanent homes built in this subdivision, it being restricted to mobile homes and factory build modular homes.
4. All lots are restricted to occupancy by a single family, living in a single mobile home. Leasing or subleasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these restrictive covenants.
5. No mobile home placed on any lot shall violate the set-back restrictions of the Leon County Zoning Regulations, or any other regulatory body. Each home situated on any lot other than a corner or cul-de-sac lot, shall be located on the lot so that an imaginary line drawn through the center of the home lengthways

shall intersect the lot with the tongue facing the street and pointed toward the right front lot corner marker as you face the home. Double width or modular homes are excluded from this requirement and may be placed facing the street.

6. No mobile home shall be placed on any lot unless the mobile 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 home on a lot.

7. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water and sewer service provided by the City of Tallahassee, another municipality, 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 [redacted] by a municipal or private utility company, prior to moving any mobile home onto any lot in said subdivision; and also to pay promptly all monthly charges for service. Buyers or purchasers shall make all payments due to the utility company for sewerage service so provided. There shall be no septic tanks located on or used on any lot of this subdivision.

8. Other than in the designated areas by the Owner, swimming will not be permitted in any lake, pond, canal, or ditch. No construction of any docks or piers will be permitted.

9. Buyers or purchasers of lots in the subdivision shall be permitted, provided the State, County, and City approve, to drill on said lot a well for the purpose of providing a secondary water supply, provided that the location of any such well shall be to the rear of said mobile home; or otherwise will be located in a building, cabana, or other structure which will guarantee that the well, pump and tank shall not be visible from the street at any time.

10. Each mobile home shall have a minimum eight (8) by twenty (20) feet manufactured mobile home awning or cabana room attached to it on the front of said mobile home facing the street. Mobile homes over seventeen (17) feet wide are exempted from this restriction. The buyer shall have thirty (30) days after the mobile home is placed on the lot to comply with this restriction.

11. No cabanas, pump houses, garages, utility buildings, or other additions shall be constructed on any of the said lots unless the plans for such additions are reasonably compatible with the existing architecture. All accessory buildings are to be a mobile home manufactured type.

12. No poultry, fowl, or animal other than household pets shall be kept or harbored on any of the said lots or within any mobile home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals. All cats and dogs shall be contained in an enclosed area or shall be kept on a hand leash at all times.

13. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said mobile homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector.

14. 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.

15. No commercial advertising or display signs shall be permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

16. The owner of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects.

17. Where lots border on or contain ditches, ponds, drainage canals, swales, and lakes, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot buyer.

18. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street.

19. All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the subject lots, so as not to be visible from the street.

20. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located in the rear yard of the mobile home, and not in the front yard.

21. There shall be no television or radio antennas or aerials erected on the street side of the mobile home and all television and radio aerials or antennas that service each mobile home shall be located not further than ten (10) feet from the rear of said mobile home.

22. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport, or garage. No cars shall be parked in the front or rear yards. No buses or trucks larger than a 3/4 ton pickup truck shall be parked in the subdivision.

23. All motorcycles shall be parked in an orderly and neat fashion in a carport, enclosed garage, or in the rear of the mobile home so as not to be visible from the street.

24. No fences shall be constructed in the subdivision except in the back yards of mobile homes. There shall be no fences in the front yards.

25. All mobile homes shall have a screen, wall, or skirt so that the undercarriage and wheels are covered and not visible from the street. This screen, wall, or skirt shall be erected on all sides of the mobile home, and will be a minimum height from the ground to the bottom edge of the mobile home, said screen, wall, or skirt to be manufactured of aluminum, fiberglass, brick, block or stone. (Wood is not acceptable.) The buyer shall have thirty (30) days after the mobile home is placed on the lot to comply with this restriction.

26. 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.

27. 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.

28. 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.

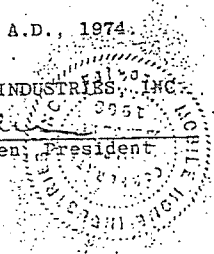
29. The Owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage 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 conveniences 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 owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

30. These reservations and restrictions will be enforceable by the Developer and by the other lot owners.

IN WITNESS WHEREOF, MOBILE HOME INDUSTRIES, INC., has caused this instrument to be duly executed by its authorized officers on this 13<sup>th</sup> day of November, A.D., 1974.  
Signed in the presence of:

Walter Bank

MOBILE HOME INDUSTRIES, INC.  
By E. C. Allen  
E. C. Allen, President



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned officer, E. C. ALLEN, President of Mobile Home Industries, Inc., to me well known and known to me to be said officer, and he acknowledged to me that he executed the foregoing instrument in the name of and for that corporation, and that as such

officer he is duly authorized to do so, and that he caused the corporate seal of said corporation to be affixed hereto.

WITNESS my hand and official seal in the County and State named above this 13<sup>th</sup> day of November, A.D., 1974.

*Velda Cook*  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES JUN 17, 1976  
BONDED WITH GENERAL LIABILITY INSURANCE UNDERWRITING

6-17-76