

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**FOR**

**MANNHURST OAK MANORS**

THIS DECLARATION, made this 14th day of April, 2012 by the lot owners of MANNHURST OAK MANORS SUBDIVISION of the county of Hillsborough, State of Florida. HEREINAFTER referred to as the Association.

WHEREAS, a real estate development and subdivision known as Mannhurst Oak Manors has been developed on real property previously owned by Melvin Jameson in Hillsborough County, Florida which subdivision has subdivided lots, as well as certain common areas; and

WHEREAS, MANNHURST OAK MANORS SUBDIVISION is comprised of lots, A, B, C, and D.

WHEREAS, the Lot Owners desire to provide for the preservation of the values of said subdivision; and, to this end, desires to subject the real property described herein to the protective covenants, restrictions, and conditions hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof, to make provision for subjecting other real property which may be developed as a part of said subdivision to this declaration or to other declarations containing protective covenants, restrictions, and conditions.

**COMMON AREAS**

1. Lots B, C, and D will share all future costs of the easement road area including all maintenance, paving, light landscaping, etc. The costs shall be divided by 1/3 equally.
2. Costs of completing and maintaining the lagoon pond will be shared by lots A, B, C, and D. Such as landscaping, construction of waterfall, water lilies, stocking with fish, etc. The costs shall be divided by 1/4 equally.
3. Costs to construct (labor and material) and maintain the masonry pillars with wrought iron and electric gates, etc. (Approx. 320') front footage will be shared by Lots A, B, C, and D. Including all monthly electric costs 1/4 equally.
  - A. Lot A will pay for and maintain it's gate and electricity at driveway entrance Directly off Jameson Road.

- B. Lots B, C, and D, will pay for and maintain their gate at Mannhurst Oak Lane along with landscaping etc. Cutting, trimming, plants, etc. all land east of easement road and a path 20' parallel to west side of easement road from Jameson Road to Lot B.
- C. Lot A will have ingress and egress to easement road for purposes of fire, police and occasional deliveries. Lot A shares its' address of Mannhurst Oak Lane (12709) as designated by Hillsborough County.
4. Lot B will be sold on basis of 3000 square foot minimum air conditioned plan. Site plan and architectural package must be approved by owners of Lots A, C, and D. House to be set near center of lot + or - 75', this in terms of distance between lot A and rear lots C and D with side entry garage.

#### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this declaration:

1. Use of property. Each lot shall be used for single-family residential purposes only. No structure shall be erected or permitted to remain on any lot other than one single family resident, except as herein otherwise specified.
2. One barn per lot is allowed.
3. Building size. No residential building may be hereafter erected on any lot unless the purposed building will contain the minimum required square footage floor area. Unless otherwise specified in such a deed, the main floor of each building shall contain not less than 2,000 square feet.
4. Building location. No building can be erected on any lot unless it complies with the Hillsborough County Building and Zoning Regulations which are presently in effect. In the event said county building and zoning regulations are held unconstitutional or void by any court of competent jurisdiction, then the provisions thereof as presently in effect shall remain applicable under this declaration unless and until the governing authority of Hillsborough County imposes other or different regulations.
5. Time of Construction. The construction of any house must be completed by, and at the expense of, the property owner thereof within twelve (12) months from the date on which the construction thereof is commenced or property shall be returned back to its natural condition. Construction to commence within 12 months of sales contract closing.



- A. Failure to Complete Construction. Upon the failure or refusal of any property owner to complete said construction within said 12 month period, the Association may, after 14 days notice to such owner, enter upon such lot and complete such exterior construction in accordance with the plans and specifications pertaining thereto. Such property owner shall be personally liable to the Association for the direct and indirect cost of such construction, and the liability of such costs shall be a permanent charge and lien upon such lot and enforceable by the Association by any appropriate proceedings in law or in equity, which lien shall, however, be subordinated to the rights of any mortgagee now or hereafter holding an interest in the property.
6. Subdividing Lots. No lot shall be subdivided, or its boundary lines changed, except with the express written consent of the Association first had and obtained. The Covenants and restrictions herein shall apply to each lot so created by Mannhurst Oak Manors.
7. Window Air Conditioning Units. Unless the prior written approval of the Association has been obtained, no window air conditioning units shall be installed or allowed to remain in any building located in Mannhurst Oak Manors.
8. Utility Easements. All telephone, electric, and other utility lines and connections between the main or primary utility line and any building located on any lot shall be concealed and located underground so as not to be visible, unless written permission otherwise is obtained from the Association.
9. Outside Wall. All outside blocki walls must b stuccoed or covered by rock or other similar material.
10. All lots will have restrictions for animals as follows;
- A. Horses - 3 per lot.
  - B. Dogs - 2 per lot.
  - C. Cats\* - 2 per lot.
11. There will be no cattle, pigs, chickens, or other barnyard animals allowed.
12. No temporary buildings, trailer, or garage under construction shall be used, temporarily or permanently, as a residence on any lot except as temporary sleeping or living quarters.

\*Lot D is grandfathered in.

13. ARCHITECTURAL CONTROL COMMITTEE

A. There is hereby established for the Subdivision an Architectural Review Committee (ARC), consisting of all owners, requiring a majority vote to insure the development of the subdivision and the improvement of the Lots therein in accordance with this declaration, and to control the type, nature, and design of all buildings, structures, and other improvements constructed on the property.

14. Maintenance: Each owner shall keep and maintain each Lot and structure owned by Him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery.

15. It is understood and accepted by all present and future owners that this declaration of Covenants, restrictions, and easements for Mannhurst Oak Manors shall continue in force through each and every owner of lots A, B, C, and D, and will therefore be presented and signed at all future closings of said real estate.

Handwritten signature and initials in the bottom right corner of the page.