

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BEPAS LLC**, hereinafter referred to as “Declarant or developer”, is the owner in fee simple of certain real property located in Polk County, Florida, as described in the attached legal descriptions. “**Exhibit A**”, an unrecorded subdivision.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I. DEFINITIONS**

Section 1. “Declarant” shall mean **BEPAS LLC**, and its successors and assigns. The terms owners or developers shall also mean the same as Declarant.

Section 2. “Lot Owner” shall mean the recorded owner or leaseholder, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 3. “Subdivision” shall mean the subdividing of the described into smaller parcels or lots.

### **ARTICLE II. RESTRICTIVE COVENANTS AND CONDITIONS**

Section 1. Residence-Lots. All homes shall be only conventional site built homes. Developer must approve in writing all plans and specifications for any home to be built or placed on property prior to commencement of construction or placement.

Section 2. Any variation to this must have approval in writing by the developer and/or owners, their heirs or assigns at their sole discretion.

Section 3. No business activity shall be conducted or carried on in connection with the residential unit of any one lot other than the renting of the dwelling unit contained thereon. Further, no signs or any character may be exhibited or displayed upon any lot except for the purpose of advertising the property for sale or rent; or signs used by a builder, subcontractor or financial institution during the period of improvement construction; or a sign of a reasonable

display area tastefully identifying the owner of the residence. Signs must be no larger than 18 x 24 except if approved by the developer, its successors or assigns.

Section 4. No lot may contain more than one (1) single family dwelling, unless written approval is given by the developer and the county. Each lot may contain one site built conventionally constructed single family dwelling. Each single family dwelling may not exceed two stories in height nor contain less than a minimum of 2000 square feet (2400 square feet for a two story dwelling) of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. Each single family dwelling will have a minimum of a 2 car attached garage.

Section 5. Unless approved in writing by the Declarant, its heirs or assigns, no building structure of any sort may be moved onto any lot. Any single family dwelling constructed on any lot shall be of new material. No tent, garage, outbuilding, shed or camper-van shall be used as temporary or permanent residence. All homes must be maintained in good repair and kept painted and cleaned. All homes, sheds, garages, outbuildings or the like shall be constructed of new materials and kept painted and repaired at all times. All structures shall be completed within one year from commencement of construction.

Section 6. No part or portion of any single family dwelling house, garage or outbuilding on any lot shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or imposable by applicable zoning ordinances affecting said property by the County of Polk, Florida, under A/RR land use classification.

Section 7. All above ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly as to prevent litter and odor offensive to other residents. There shall be no open garbage pits nor shall garbage or trash be burned in a manner and location so as to be a nuisance to the neighboring property or properties.

Section 8. All motor vehicles located on each lot shall carry a current year license tag and registration. No junk cars, salvage, or storage of any kind shall be allowed on any lot unless housed in an enclosed garage or barn so as not to be seen by neighboring lot owners. No semi-tractor or tractor trailer may be parked on any parcel or tract at any time.

Section 9. No livestock, poultry or other farm animals of any kind shall be raised, bred, or kept on any lot except as hereafter noted. Dogs, cats and other household pets may be kept on a lot provided that they are not raised, kept, bred or maintained for commercial purpose. In addition, all animals must be properly housed, fenced and contained so as not to be a nuisance to adjacent lot owners or the neighborhood in general. No agricultural activities shall be permitted on a lot which results in the retail sale of agricultural products.

Section 10. Horses, cows, and up to 8 chickens will be allowed on the rear 300 feet of any lot as long as they are properly housed and not raised for commercial purposes. Other agricultural uses may be approved by the developer, its successors and assigns.

Section 11. No lots without a residence constructed thereon shall be used for parking purposes. The integrity of the drainage design of the subdivision must be maintained and no lot owner shall impair or divert drainage structures and/or easements within the subdivision. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements have been constructed thereupon, maintain the upkeep thereof, keeping the same free of debris and trash, unsightly weeds and litter. Lot owners are responsible for vegetative maintenance of ditches and other drainage structures adjoining their lots.

Section 12. No building or improvements which have been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than three months from the time of such destruction. If not reconstructed or repaired within three months, the owner shall raze and remove the building or improvement upon the lot and such action shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

Section 13. No lot or portion of any lot shall be used for access to any neighboring property without the express written notarized consent of the developer, its successors and assigns.

Section 14. No noxious activity, trade or business of any sort shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; not shall any use be made of any lot that will in any way injure the value of any adjoining lot, the surrounding property or the subdivision as a whole. Hobby activities, race cars, tractors, heavy equipment, and other items other than cars and permitted trucks must be housed in an enclosed barn or fenced from view by the surrounding neighbors.

Section 15. The Declarant and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any lot.

Section 16. A lot owner (or one residing on the lot) must apply for and receive a permit and/or written approval from the appropriate authority or agency having jurisdiction (such as Southwest Florida River Water Management District, DEP, mortgage holder, etc.) prior to initiation of any filling, excavating, clearing, etc. on a lot.

Section 17. No timber, dirt, minerals or their by-products shall be removed from the property until the purchase price of the lot is paid in full.

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Section 19. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorney's fee incurred by the prevailing party.

Section 20. Developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a). Prevent Developer, or the employees, contractors, or subcontractors of the Developer transferees from doing on any part or parts of the subdivision owned or controlled by Developer or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work; or

(b). Prevent Developer, or the employees, contractors, or subcontractors of Developer or Developers transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by the Developer or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivisions as a residential community, and the disposition of lots by sale, lease or otherwise, including, but not limited to, model homes and sales offices; or

(c). Prevent Developer or employees, contractors, or subcontractors of Developers from conducting on any part or parts of the subdivision property owned or controlled by Developer or their representatives, the business of completing such work, of establishing the subdivision as residential community, and disposing of lots by sale, lease or otherwise, or building or maintaining stormwater retention areas & conveyances; or

(d). Prevent Developer or employees, contractors, or subcontractors of Developer from maintaining such sign or signs on any of the lots owned or controlled by Developer which may be necessary in connection with the sale, lease or other disposition of subdivision lots.

### **ARTICLE III. GENERAL PROVISIONS**

Section 1.     Enforcement. Developer, the owners, or any lot or parcel owner shall have the rights to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, assessments, reservations, liens, and charges now or hereafter imposed by the provisions or this declaration. Failure by Developer or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.     Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3.     Amendments. Covenants and restrictions of this declaration may be amended by the vote of 80% of the lot or parcel owners and the consent of the Declarants or their heirs or assigns.

Section 4.     Subordination. No breach of any of the conditions herein contained or reentry by reason of such defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any lot owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 4.     Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owners thereof for a period of thirty (30) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by then owners of at least 80% of the Subdivision lots.

Executed at Lakeland, Polk County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print name \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print name \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF POLK**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_,  
as Managing Member of **BEPAS LLC**, herein known as Developer, to me known to be the  
person in and who executed the foregoing instrument with full authority of the Developer.

**WITNESS**, my hand and seal in the county and state aforesaid, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public - State of Florida

## Exhibit A

**Parcel Details: 24-30-35-000000-031010**

LOT 1 OF UNREC SURVEY DESC AS: COMM SW COR OF NE1/4 OF NW1/4 OF SEC RUN N00-29-57W 89.38 FT TO PT ON NLY R/W LINE OF CR 640 & POB CONT N00-29-57W 1217.91 FT TO NW COR OF NE1/4 OF NW1/4 RUN S21-31-28E 668.94 FT S00-31-58E 594.79 FT TO PT ON NLY R/W LINE OF CR 640 S89-48-20W 240.35 FT TO POB

**Parcel Details: 24-30-35-000000-031020**

LOT 2 OF UNRE SURVEY DESC AS: COMM SW COR OF NE1/4 OF NW1/4 OF SEC RUN N00-29-57W 1307.29 FT TO NW COR OF NE1/4 OF NW1/4 FOR POB S38-02-23E 787.46 FT S00-31-58E 596.21 FT TO NLY R/W LINE OF CR 640 RUN S89- 48-20W ALONG SAID R/W LINE 240 FT N00-31-58W 594.79 FT N21-31-28W 668.94 FT TO POB

**Parcel Details: 24-30-35-000000-031030**

LOT 3 OF UNRE SURVEY DESC AS: COMM SW COR OF NE1/4 OF NW1/4 OF SEC RUN N00-29-57W 1307.29 FT TO NW COR OF NE1/4 OF NW1/4 FOR POB S49-40-34E 951.46 FT S00-31-58E 599.75 FT TO NLY R/W LINE OF CR 640 RUN S89- 48-20W ALONG SAID R/W LINE 240 FT N00-31-58W 596.21 FT N38-03-23W 787.46 FT TO POB

**Parcel Details: 24-30-35-000000-031040**

LOT 4 OF UNRE SURVEY DESC AS: COMM SW COR OF NE1/4 OF NW1/4 OF SEC RUN N00-29-57W 89.38 FT TO PT ON NLY R/W LINE OF CR 640 RUN N89-48-20E ALONG R/W LINE 720.36 FT TO POB N00-31-58W 471.29 FT S80-22-19E 567.60 FT TO PT ON WLY R/W LINE OF CR 555 RUN SLY ALONG CURVE 173.08 FT S22-37-47W 188.12 FT S53-46-45W 23.76 FT TO PT ON NLY R/W LINE OF CR 640 RUN S89-48-20W ALONG R/W LINE 250.02 FT S00-15-29E 15 FT S89-48-20W 198.47 FT TO POB

**Parcel Details: 24-30-35-000000-031050**

LOT 5 OF UNRE SURVEY DESC AS: COMM NE COR OF NE1/4 OF NW1/4 OF SEC RUN S89-38-31W 1326.71 FT TO NW COR OF NE1/4 OF NW1/4 FOR POB RUN S59-56-53E 835.93 FT S72- 26-08E 588.38 FT TO PT ON WLY R/W LINE OF CR 555 S00-23-52E 242.91 FT N80-22-19W 567.60 FT N00-31-58W 128.46 FT N49-40-34W 951.46 FT TO POB

**Parcel Details: 24-30-35-000000-031060**

LOT 6 OF UNREC SURVEY DESC AS: COMM NE COR OF NE1/4 OF NW1/4 OF SEC RUN S89-38-31W 1326.71 FT TO NW COR OF NE1/4 OF NW1/4 FOR POB RUN S71-53-51E 759.45 FT N89- 36-08E 560.13 FT TO PT ON WLY R/W LINE OF CR 555 S00-23-52E 364.10 FT N72-26-08W 588.38 FT N59-56-53W 835.93 FT TO POB

**Parcel Details: 24-30-35-000000-031070**

LOT 7 OF UNREC SURVEY DESC AS: COMM NE COR OF NE1/4 OF NW1/4 OF SEC RUN S89-38-31W 46.38 FT TO PT ON WLY R/W LINE OF CR 555 FOR POB RUN S00-23-52E 240.09 FT S89- 36-08W 560.13 FT N71-53-51W 759.45 FT TO NW COR OF NE1/4 OF NW1/4 OF SEC N89-38-31E 1280.33 FT TO POB