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DECLARATION OF COVENAPOLE, COUNTY CONDITIONS AND RESTRICT TO THE BY JESSCAST

SUNCOAST BUILDERS OF BARTOW, LLC, hereinafter referred to as "Declarant", is the owner in fee simple of certain real property located in Polk County, Florida, as described in the attached legal description ("Exhibit A"), which is 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

- "Declarant" shall mean SUNCOAST BUILDERS OF BARTOW, LLC, Section 1. and its successors and assigns.
- "Lot Owner" shall mean the recorded owner or leaseholder, whether one or Section 2. 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.
- "Subdivision" shall mean the subdividing of the described into smaller Section 3. parcels or lots.

## ARTICLE II. RESTRICTIVE COVENANTS AND CONDITIONS

- Residence-Lots. All homes shall be only conventional site-built homes. Declarant 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.
- Any variation to this must have approval in writing by the Declarant and/or Section 2. Lot Owners, their heirs or assigns at their sole discretion.
- No business activity shall be conducted or carried on in connection with the Section 3. 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 Declarant, its successors or assigns.