

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

KLM FARMS, 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 unrecorded 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 **KLM FARMS, LLC**, and its successors and assigns.

Section 2. “Lot Owner” shall mean the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the unrecorded 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 property on Exhibit “A” into smaller parcels or lots.

ARTICLE II. RESTRICTIVE COVENANTS AND CONDITIONS

Section 1. 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.

Section 2. Any variation to this must have approval in writing by the Declarant and/or a majority of the Lot Owners, their heirs or assigns at their sole discretion.

Section 3. No lot may contain more than one (1) single-family dwelling, unless written approval is given by the Declarant 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 2,000 square feet (2,500 square feet for a two-story dwelling) of area measured by outside dimensions exclusive or garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches, unless county regulations dictate a larger minimum square footage requirement. Upon commencement of construction of a single-family dwelling, said construction shall be completed within 12 months, force majeure notwithstanding.

Section 4. 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 5. 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. MINIMUM SETBACK FOR FIRE CODE.

Section 6. 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 7. 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 8. 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. To the extent it may become necessary to preserve the integrity of proper drainage within the subdivision, or as it may relate to and affect adjacent lands, Declarant reserves the right of entry to perform such maintenance as might be necessary from time to time until such time adjacent properties are developed or sold to third parties.

Section 9. 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 10. No lot or portion of any lot shall be used for access to any neighboring property without the express written notarized consent of the Declarant, its successors and assigns.

Section 11. 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; nor 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 12. The Declarant and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any lot.

Section 13. 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 Water Management District, FDEP, mortgage holder, etc.) prior to initiation of any filling, excavating, clearing, etc. on a lot.

Section 14. 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.

Section 15. At such time as the Declarant does not own any lots and has no financing on any lots, these restrictions may be amended at any time by a vote of 80% of the Owners so long as the amendment does not dilute or weaken the intent or purpose of these restrictions.

Section 16. 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.

ARTICLE III. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the lot owners collectively, 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 Declarant 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 Declarant 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 5. 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 the owners of at least 80% of the Subdivision lots.

Executed at _____, Polk County, Florida this _____ day of June, 2024.

Signed, sealed and delivered
in the presence of:

By:
Gerald M. Mixon, Jr., Manager

Print name _____

Print name _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of June, 2024, by Gerald M. Mixon, Jr., as Manager of KLM FARMS, LLC, who is personally known to me or who produced _____ as identification and who did not take an oath.

Notary Public

(Affix Notarial Seal)

Exhibit A

Parcel "A": Being Parcel ID# 26-30-10-000000-043020, as more particularly described as: The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 30 South, Range 26 East, Polk County, Florida; LESS and EXCEPT road right of way for Cheshire Road.

Parcel "B": Being Parcel ID# 26-30-10-000000-043030, as more particularly described as: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 30 South, Range 26 East, Polk County, Florida; LESS and EXCEPT road right of way for Cheshire Road and LESS and EXCEPT road right of way for Alturas Loop Road.