

PREPARED BY:
D. BRIAN KUEHNER, P.A.
4921 SOUTH FORK DRIVE
LAKELAND, FL 33813

06-1214

INSTR # 2007118108
BK 07310 PGS 0601-0615 PG(s) 15
RECORDED 06/05/2007 09:15:39 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 129.00
RECORDED BY V Epperson

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOUTH LAKELAND OFFICE PARK PROPERTY OWNERS
ASSOCIATION, INC.**

THIS DECLARATION, made 3rd day of May, 2007, by **B & B PARTNERSHIP**, a Florida general partnership, ("Declarant") whose address is 444 West Pipkin Rd. Suite A, Lakeland, FL 33813.

WITNESSETH:

Declarant is the owner of the lots located within the subdivision known as SOUTH LAKELAND OFFICE PARK, which lots are described on the attached Exhibit "A" ("the Property").

Declarant hereby declares that the Property shall be owned, held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability thereof, and which shall run with the real property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their grantees, heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to **SOUTH LAKELAND OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC.**, a non-profit Florida Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "The Property" shall mean and refer to the lots and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and appurtenances thereto.

Section 4. "Common Area" shall mean and refer to any property or easements conveyed to the Association, including without limitation the Drainage Easements and/or Tract A as shown on the plat.

Section 5. "Lot" shall mean and refer to each of the Lots 2 through 6 inclusive as shown on the plat. The term Lot shall not include the Lot designated as Lot 1 on the plat.

Section 6. "Declarant" shall mean and refer to B and B Partnership, its successors, legal representatives and assigns which may also be referred to herein as "Developer." Its successors and assigns shall be included in such term only if the instrument by which such successor or assignee assumes the interest of Declarant in the Property, which instrument shall be signed by the Declarant, expressly provides that such successor or assignee shall become Declarant hereunder. A builder, contractor or other person who purchases one or more Lots for the purpose of constructing homes shall not be a "Declarant" unless as provided herein.

Section 7. "Board" shall mean and refer to the Board of Directors for the Association.

Section 8. "Maintenance" shall include, with respect to the Exhibit "A" lots, repainting the exterior of the structures located on the lots; replacements of roofs, and with respect to the grounds, mowing the grass, maintaining the sprinkler systems, and maintaining the landscaping installed or approved by the Association and maintaining the parking areas. The budget collected for roof replacement shall be collected so that a replacement shall occur approximately every 20 years. All repairs to the roof shall be the sole responsibility of the Owner and replacements of the roof required prior to the expiration of the 20 year period caused by catastrophes, natural causes, improper installation, leakage, or other foreseen or unforeseen causes shall be the exclusive responsibility of the Owner. It is the intention of the Association to budget the annual assessments so that each structure shall be entitled to a roof replacement in approximately 20 years. The 20 year anniversary shall be on the anniversary of the issuance of the Certificate of Occupancy for the structure by the appropriate governmental authority. Any occurrences which cause the roof to be repaired or replaced prior to the 20 year period shall be the responsibility of the lot Owner. The budget collected for repainting of the structure shall be collected so that repainting shall occur approximately every 7 years. All repainting prior to expiration of 7 years from the issuance of Certificate of Occupancy shall be the sole responsibility of the Owner including repainting caused by catastrophes, natural causes, or other foreseen or unforeseen causes. It is the intention of the Association to budget the annual assessment so that each home shall be entitled to be repainted, approximately every 7 years. Any occurrences which cause the need for repainting prior to the 7 year period shall be the responsibility of the lot Owner. The exact time of replacement of roof and repainting of homes is in reasonable discretion of the Board.

Section 9. "Member" shall mean every person or entity who holds membership in the Association.

Section 10. "Owner" shall mean the record owner, whether one or more

persons or entities of 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 11. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 12. "Mortgagee" shall mean the holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

ARTICLE II. **PROPERTY RIGHTS**

Section 1. Owners' Use and Easements of Enjoyment. Every Owner and his subsequent grantees or successors shall have a right of use and easement of enjoyment in and to the Common Area owned by the Association which shall be appurtenant to and shall pass with the title to every Lot, subject to the following superior rights:

(a) The right of the Association to charge assessments for improvement to and maintenance of lots and the Common Areas and; the Association shall also have the right to change assessments for landscaping, repairing, replacement, painting, or otherwise maintaining and insuring portions of the privately owned Lots and improvements thereon for the benefit of all Owners. The cost of such maintenance, landscape, repair, or paint and insurance shall be included in any assessments provided for herein.

(b) The Association shall, after reasonable notice and during reasonable hours, have a right of entry and access to any lot (privately owned or otherwise) to make improvements, repair, landscape, paint, or otherwise maintain the Lots, the structures located on the Lots, or the Common areas, including mowing the grounds, maintaining the landscaping, and maintaining the parking areas. If any owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon or in connection therewith in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon or in connection therewith. The cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject, and be due in full at the time of payment of the next due assessment payment, with interest at eighteen percent (18%) per annum from the date such expense is incurred, or such lesser interest rate allowed by law (to avoid usury).

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, municipality, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Owners who are members of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside upon such Owner's Lot, subject to the provisions hereof and such reasonable restrictions as may be imposed by the Association.

Section 3. No Partition. There shall be no judicial partition of the Common Areas, nor shall any of the lot owners of the Subdivision seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

Section 4. Easements. Any easements given to the Association for Common Area use shall be used and enjoyed equally by all lot owners of the Subdivision. Within any such easements, no structure, planting or other material of any lot owner may be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the structures, plantings or other materials placed thereon by the Association. All such easements shall be continuously maintained by the Association unless the responsibility for same has been properly shifted to some public authority or public or private utility company. This includes any easements identified on the plat of the subdivision and also includes an easement in favor of each Lot Owner to park in the space or designated as parking spaces within the subdivision.

ARTICLE III. **MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such multi-owner Lots shall be exercised by a member designated, in writing, by the Owners, but in no event shall more than one vote be cast with respect to any Lot. Declarant shall be entitled to four (4) votes for each lot owned by it until the sooner of, (i.) Declarant owns none of the remaining lots or, (ii.) the date of January 1, 2020.

ARTICLE IV. **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Property, except as otherwise provided herein, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, whether or not so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or expenses in excess of the budget, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees at trial and appellate level, shall be a charge on the land of each Lot owner, shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal Obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the Property and for the improvement and maintenance of the Common Area and any easements appurtenant thereto. The Association shall have the authority to, and at its discretion may, acquire and pay for out of the funds derived from the annual assessments or special assessments, including but not limited to the following:

- A. Painting of the exterior of the structures, replacement of the roofs, landscaping the common areas, and maintaining the parking spaces and the grass. Maintenance shall include the maintenance described in Article I, Section 8 above.
- B. Acquisition of all equipment, and landscaping materials and hiring of personnel necessary to manage and properly take care of the day to day operation and upkeep of the Lots;
- C. Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage;
- D. Liability insurance insuring the Association against any and all liability to the public, to any owner or to the invitees or tenants or any owner arising out of their occupation and/or use of the Lots and Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- E. Workman's Compensation insurance to the extent necessary to comply with §440.38 of the Florida Statutes and any other insurance deemed necessary by the Board of Directors of the Association.

F. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

G. Any other materials, supplies, labor, services, (including the hiring of accountants, attorneys, engineers or other professionals), insurance taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration; or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association to carry out its assigned functions, for the benefit or welfare of lot owners, or the enforcement of these restrictions.

Section 3. Maximum Annual Assessment. Until January 1, 2008, the maximum annual assessment levied by the Association shall be \$960.00 payable in monthly installments of \$80.00, per Lot, plus any amounts that may be assessed under Section 4 of this Article.

(a) From and after January 1, 2008, the maximum annual assessment may be increased each year by a sum not more than 15% above the assessment for the previous year by vote of the Board of Directors without a vote of the membership.

(b) From and after January 1, 2008, the maximum annual assessment may be increased above 15% by vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Expenses and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, extraordinary expenses or the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area, including fixtures and personal property related thereto, and for the purpose of defining the costs of maintenance as described in Article I, Section 8 above, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, with a quorum present.

Section 5. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized or required under this Article, shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all votes of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notice of an adjourned, rescheduled meeting shall be given to all members, in writing, at least ten (10) days prior to such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or less basis, except as provided in Section 10 hereof.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot by Declarant to a third party. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within twenty (20) days after the due date, shall bear a penalty of Fifteen Dollars (\$15.00). Payments not made within thirty (30) days shall be deemed in default and shall bear interest at the rate of eighteen percent (18%) per annum, (or lesser minimum legal rate to avoid usury). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot or Lots and the Association shall be entitled to its legal fees and costs for such action at trial and appellate levels. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot thereafter shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any first Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A foreclosure sale or a proceeding in lieu thereof shall not, however, extinguish the personal liability of the Lot Owner whose interest was foreclosed for any assessments on his Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Assessment of Declarant

Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, the Association's Articles of Incorporation, or By-Laws, to the contrary, Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of eighty (80%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant; however, said assessment shall only commence when a structure has been constructed on the lot, and a certificate of occupancy has been issued. Notwithstanding any provisions herein to the contrary, as long as Declarant is excused from payment of the assessments, Declarant shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association.

Section 11. Homestead. By acceptance of a Deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in Section 3 and 4 of this Article IV are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

ARTICLE V.
PROTECTIVE COVENANTS

Section 1. Exterior Uniformity. The exterior of each structure shall be uniform in color, texture and materials and no Owner shall alter the uniformity of color, texture or materials without the express written consent of the Association. That portion of interior window coverings which faces outward and is visible from the exterior of the structure shall also be uniform in general appearance and color so as not to detract from the overall uniform appearance of all of the structures. No Owner or occupant of the structure shall deviate from this standard without the express written consent of the Association. No hedges, walls, fences, or obstructions shall be permitted except those permitted by the Association. No subdivision landscaping that is located on a portion of any lot at the time of purchase will be removed without prior written approval of the Developer or the Association. No landscaping shall be added by owner without the consent of the Association.

Section 2. Uses. All structures shall be used only for commercial office space. No retail office space will be permitted to operate within the structures.

Section 3. Motorized Vehicles. All motor vehicles upon the Property shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. All

motor vehicles, including but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies shall be driven only upon paved streets; no motor vehicles shall be driven on pathways or upon unpaved areas.

Section 4. Signs. No signs of any type shall be displayed to public view on the Property or any portion thereof without the prior written consent of the Board; except that Declarant may advertise the Lots for sale with signs not exceeding five (5) square feet in size and displayed on the Lots.

Section 5. Vegetation. No live trees or shrubs on the Common Area may be planted or cut without the prior written approval of the Board. The Board shall set rules for planting or cutting of such trees to allow for selective planting, clearing or cutting.

Section 6. Transmission Facilities. All owner required public or private transmission and service facilities and wiring for electrical, gas, telephone and cable television communication services and service lines must be installed and buried underground, where permitted, in accordance with applicable codes that may be imposed. Each Owner of a lot shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of that Owner's respective lot for residential purposes. All dwelling units within the property shall utilize the public water, and public street lighting district, as the same are made available, and each Owner of a lot shall pay the respective required tap service, and other charge occasioned with reference to such services. Individual lot owners shall maintain and shall not remove, fill or obstruct the flow of drainage in any drainage retention areas, ditches or berms.

Section 7. Drives and Sidewalks. Ingress and egress for vehicular traffic from the street and pedestrian traffic to any Lot shall be by concrete or paved apron from the street curb to the Lot line. Said apron shall be constructed at the time of the construction of each residence on a Lot.

Section 8. Nuisance. An Owner, his family, agents, invitees and lessees, shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or the Association, by unreasonable noises, odors or otherwise; nor shall any Owner, his family or lessees commit or permit any nuisance, immoral or illegal act within the Property.

Section 9. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees or its agents, contractors or subcontractors from doing or performing on all or any part of the Property actually owned or controlled by Declarant, its transferees, or its or their agents, contractors or subcontractors as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Property, including, without limitation:

- (a) Surveying, erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or
- (b) Conducting thereon his or their business of completing and establishing the Property as a community and disposing of the Property in parcels by sale, lease or otherwise; or
- (c) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Property in parcels; or
- (d) Provided however, that operations being conducted under Subparagraphs (a), (b) and (c) immediately above shall be permitted upon only those parts of the Property owned or controlled by the party causing, or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed structures, which company is automatically deemed as "its transferee", or they are specified as a successor or assign of Declarant, as previously provided herein.

ARTICLE VI. **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The party enforcing same shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees at the trial and appellate level. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of or failure to enforce 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. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. So long as Declarant owns lots within the subdivision, then the covenants and restrictions of the Declaration may be amended by an instrument signed by Declarant without the joinder of any other lot if the Amendment pertains to any lot still owned by Declarant or if the Amendment pertains to a lot where Owner joins in the Amendment with Declarant. When all lots have been conveyed by Declarant, then this Declaration may be amended by an instrument signed by seventy-five percent (75%) of the Owners of the lots.

Section 4. Rules and Regulations. The Association shall have the authority, through its Board, to adopt such other rules and regulations, not inconsistent herewith, as shall be designed to insure the health, welfare, safety and recreation of Owners at least five (5) days prior to becoming effective, by United States Mail, hand-delivery, or posting on any Owner's Lot.

Section 5. The common areas may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners (excluding the Declarant).

Section 6. The Declarant has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to owners of lots. The Declarant may assign and transfer such rights, provided such transfer is made in connection with the sale by the Declarant of all of the Declarant's then interest in the Property, or is made to the Association.

ARTICLE VII. **EXCLUSION OF LOT 1**

It is hereby acknowledged that Lot 1 is excluded from the membership and use restrictions contained in this instrument. It is acknowledged by the parties that Lot 1 may, in the future, be developed as part of a larger parcel including lands lying westerly and/or northerly of the westerly boundary of Lot 1. Lot 1 may be developed and sold by the Developer or subsequent Owners as Lot 1 or in combination with adjoining properties. If the current or future owners of Lot 1 elect to become members of the Association, they may do so by giving written notice to the Association of their intention to do so and within 30 days of the notification, the Owner of Lot 1 shall be deemed to be a member of the Association for all purposes except for the use restrictions. Upon opting to become a member, the Owner of Lot 1 shall commence paying dues and shall have the same maintenance responsibilities as the other Lot Owners within the subdivision. Until an instrument is recorded into the public records of Polk County, Florida stating the election by the Owner of Lot 1 to become a member of the Property Owners Association, any future purchasers or parties are entitled to assume and proceed with any acquisition or encumbrance of Lot 1 without inquiry to the Association because third parties shall not be obligated to pay dues or assessments owed to the Association until an instrument is properly recorded into the public records notifying the third party. If the instrument is recorded into the public records showing a sale, exchange or encumbrance in favor of a third party and this instrument is recorded into the public records prior to recordation of the instrument acknowledging the election of the Owner become a member of the Association, then the election to become a member of the Association shall not be binding on the third party.

It is further understood, however, Lot 1 shall have the benefit of the drainage areas shown on the plat and any ingress-egress areas shown on the plat shall benefit

Lot 1 even if Lot 1 elects not to become a member of the Association.

No portion of this Article may be amended or changed with out the consent of the Owner of Lot 1 at the time of the amendment or change.

ARTICLE VIII.
COMPLIANCE WITH SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT SURFACE DRAINAGE REQUIREMENTS
INCLUDING RESTRICTIONS, ENFORCEMENT RIGHTS, AND ASSESSMENT
FOR MONITORING AND MAINTENANCE

SECTION 1. It shall be the responsibility of each owner in the subdivision, at the time of construction of a building, residence or other structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision.

SECTION 2. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Bartow Regulation Department.

SECTION 3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined by the Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

SECTION 4. The Southwest Florida Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

SECTION 5. If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation

PREPARED BY:
D. BRIAN KUEHNER, P.A.
4921 SOUTHFORK DRIVE
LAKE LAND, FL 33813

area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

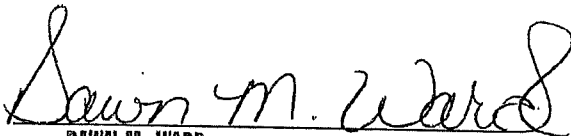
SECTION 6. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

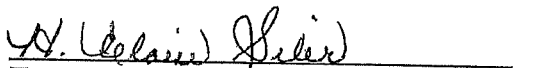
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on this 3rd day of May, 2007.

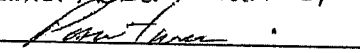
Signed, Sealed and Delivered
in the Presence of:

"DECLARANT"

**B AND B PARTNERSHIP, a Florida
general partnership**


DAWN M. WARD


Two witnesses
H. ELAINE SILER

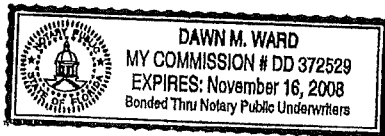
By: 
Print Name: Robert Nunez, Jr.
As its: 

PREPARED BY:
D. BRIAN KUEHNER, P.A.
4921 SOUTHFORK DRIVE
LAKELAND, FL 33813

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, the undersigned Notary Public authorized in the state and county named above to administer oaths and take acknowledgments, personally appeared Robert Nunez, Jr. as Partner of B AND B PARTNERSHIP, a Florida general partnership, on behalf of the corporation, known to me to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restriction for South Lakeland Office Park Property Owners Association, Inc.

WITNESS my hand and official seal in the county and state last aforesaid on this 3rd day of May, 2007.



Dawn M. Ward
Notary Public: Dawn M. Ward

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND RUN N-00°17'12"-E, 25.02 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY OF FITZGERALD ROAD AND THE POINT OF BEGINNING; THENCE N-89°46'49"-W, ALONG SAID NORTH RIGHT-OF-WAY, 255.89 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3813, PAGE 366 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVE WESTERLY AND BEING CONCENTRIC WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 37 AND HAVING A RADIUS OF 5456.80 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE, THROUGH A CENTRAL ANGLE/DELTA OF 01°34'28", (CHORD=149.89 FEET, CHORD BEARING=N26°12'53"-E), FOR A DISTANCE OF 149.90 FEET TO THE NORTH LINE OF THE AFORESAID PARCEL; THENCE N-89°25'04"-W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 156.85 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 37, SAID POINT BEING ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5597.58 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, AND SAID EASTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/DELTA OF 00°59'10" (CHORD=96.33 FEET, CHORD BEARING=N-26°46'48"-E) FOR A DISTANCE OF 96.34 FEET TO THE SOUTH LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 5909, PAGE 827 OF THE AFOREMENTIONED PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-64°15'48"-E, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 203.36 FEET; THENCE S-89°25'04"-E, AND STILL ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 297.93 FEET TO THE EAST LINE OF SAID PARCEL; THENCE N-00°30'08"-W, ALONG THE EAST LINE OF THE AFORESAID PARCEL AND THE EAST LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 5824, PAGE 296, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 428.26 FEET TO THE SOUTH LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2124, PAGE 1702 OF THE AFOREMENTIONED PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-89°45'33"-E, ALONG THE SOUTH LINE THEREOF A DISTANCE OF 289.58 FEET TO THE WEST LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2814, PAGE 1319 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°02'47"-E, ALONG SAID WEST LINE AND THE WEST LINE OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 3100, PAGE 43 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 580.84 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF FITZGERALD ROAD; THENCE N-89°45'57"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 464.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.16 ACRES MORE OR LESS.

