

**ELEVENTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GATEWAY CENTRE**

THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY CENTRE (this "Eleventh Amendment") is made and executed effective as of this 31<sup>st</sup> day of January, 2018, by **HUNTLEY PROPERTIES, LLC**, a Florida limited liability company (together with its successors and assigns, "Declarant").

**RECITALS**

A. By virtue of that certain Declaration of Covenants, Conditions, and Restrictions for Gateway Centre (the "Original Declaration") dated December 24, 1986, recorded in O.R. Book 6391, Page 411, of the Public Records of Pinellas County, Florida, Gateway Centre Joint Venture, a Florida general partnership ("Previous Declarant") as predecessor in interest to Declarant with respect to Gateway Centre, placed upon that certain real property located in Pinellas County, Florida (the "Gateway Centre") described in the Original Declaration, certain covenants, conditions and restrictions as described in the Original Declaration.

B. The Original Declaration was amended by that certain (i) Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "First Amendment") dated May 18, 1989, recorded in O.R. Book 7005, Page 355 of the Public Records of Pinellas County, Florida, by Previous Declarant (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Second Amendment") dated March 13, 2002, recorded in O.R. Book 11887, Page 1132 of the Public Records of Pinellas County, Florida, by Previous Declarant (iii) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Third Amendment") dated March 18, 2002, recorded in O.R. Book 11896, Page 1994 of the Public Records of Pinellas County, Florida, by Previous Declarant (iv) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Fourth Amendment") dated June 24, 2003, recorded in O.R. Book 12899, Page 1 of the Public Records of Pinellas County, Florida, by Previous Declarant (v) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Fifth Amendment") dated March 17, 2008, recorded in O.R. Book 16524, Page 2355 of the Public Records of Pinellas County, Florida, by Previous Declarant (vi) Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Sixth Amendment") dated January 27, 2011, recorded in O.R. Book 17276, Page 966 of the Public Records of Pinellas County, Florida, by Previous Declarant (vii) Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Seventh Amendment") dated August 26, 2011, recorded in O.R. Book 17358, Page 1126 of the Public Records of Pinellas County, Florida, by Previous Declarant (viii) Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Eighth Amendment") dated October 15, 2012, recorded in O.R. Book 17753, Page 1144 of the Public Records of Pinellas County, Florida, by Previous Declarant (ix) Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Ninth Amendment") dated December 21, 2017, recorded in O.R. Book 19900, Page 1806 of the Public

Records of Pinellas County, Florida and (x)Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Tenth Amendment") dated January 23, 2018, recorded in O.R. Book 19919, Page 881 of the Public Records of Pinellas County, Florida (the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, and Tenth Amendment being hereinafter referred to as the "Declaration").

C. By-special warranty deed (the "Deed") dated of even date with this Eleventh Amendment from Declarant, as grantor, to Dorchester Holdings, LLC, a Florida limited liability company ("DH")), as grantee, DH has become the owner of that certain parcel of real property described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), constituting a portion of Gateway Centre and being subject to the terms and provisions of the Declaration.

D. Declarant, who is a Class B member of the Gateway Centre Property Owners Association ("Association") and is entitled to cast at least seventy-five (75%) of the outstanding Class B voting rights of the Association, desires to amend the Declaration as it applies only to the Property, as provided herein.

E. The Board of Directors of the Association desires to consent to and approve the terms and provisions of this Eleventh Amendment.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Declaration is hereby amended and modified as follows:

1. **Section 2.4 and Section 2.5: Easements for Utilities and Drainage; Developer and Association Easement.** Declarant hereby relinquishes and terminates all respective rights under Sections 2.4 and 2.5 of the Declaration to convey or to utilize any certain "blanket easements" as well as any "easements for access" affecting the Property. Easements for utilities and drainage within the Property shall be expressly limited to that certain 43' Drainage, Utility, Landscape Easement, as depicted on that certain ALTA/NSPS Land Title Survey, performed by Polaris Associates, Inc. dated December 28, 2016, last updated January 17, 2018, under Job No. 4690-01 (the "Survey") attached hereto as Exhibit "B" and incorporated herein by this reference. Accordingly, all current or future right, title and interest of the Declarant and the Association in and to any "blanket easements" as well as any recorded or unrecorded "easement for access" affecting the Property are hereby forever waived, terminated, abandoned and relinquished by the Declarant and the Association. Furthermore, Declarant and the Association collectively agree that they shall not attempt to create or enforce any additional easement areas affecting the Property other than those current easements as depicted on the Survey. The foregoing language does not waive or terminate the access easement contained in the Easement for Maintenance of Walls recorded at O.R. Book 7591, Page 836 of the Public Records of Pinellas County, Florida.

2. **Section 7.1: Permitted Uses.** Declarant hereby amends this section by adding the following sentence to the end of Section 7.1:

Multi-Family Residential (as defined herein below) and related ancillary use shall be permitted on a 12.98 acre (m.o.l.) portion of the Property labeled "Multi-Family Property" on the Survey, such property being legally described as Lot 1 of the North Gandy Boulevard Subdivision Replat (hereinafter "Multi-Family Property"). Residential (as defined herein below) and related ancillary use shall be permitted on the 6.49 acre (m.o.l.) portion of the Property labeled "Remaining Property" on the Survey, such property being legally described as Lot 2 of the North Gandy Boulevard Subdivision Replat (hereinafter "Remaining Property"). Notwithstanding the terms of the immediately preceding sentence, the Remaining Property or any portion thereof may be used for Multi-Family Residential only if the development of the Remaining Property is an expansion of the Multi-Family Residential project depicted on the site plan attached hereto as Exhibit "C" and incorporated herein by this reference (the "Site Plan") to be constructed on the Multi-Family Property. For purposes of the preceding sentences, the term "Residential" shall only mean townhomes, or single family homes and the term "Multi-Family Residential" shall only mean a project developed as a rental apartment community. No portion of the Property shall participate in any Federal or Section 8 low income voucher program or any State of Florida equivalent and shall not utilize any Federal Low Income Housing Tax Credits in connection with the financing of the Multi-Family Property (collectively, the "Housing Restriction"). The Housing Restriction shall be deemed null and void in the event any governmental authority deems the Housing Restriction violates any fair housing or other equivalent laws, statutes, ordinances, rules or regulations.

3. **Section 7.4: View Obstructions.** The Declaration is hereby amended to provide that the first sentence of Section 7.4 of the Declaration (View Obstruction) shall not apply to the Multi-Family Property, or any portion thereof. Notwithstanding the foregoing, the signage and landscaping within the Property shall conform with the plans approved for each portion of the Property pursuant to Article V of the Declaration.

4. **Section 7.5: Obstructions.** The Declaration is hereby amended to provide that the first sentence of Section 7.5 of the Declaration with respect to "gates, fences, or hedges" shall not apply to the Property or any portion thereof. The foregoing language does not waive or terminate Declarant's right to access (i) the access easement contained in the Easement for Maintenance of Walls recorded at OR Book 7591, Page 836 of the Public Records of Pinellas County; and (ii) that certain 43' Drainage, Utility, Landscape Easement as depicted on the Survey.

5. **Section 7.8: Employee Reporting.** The Declaration is hereby amended to provide that Section 7.8 of the Declaration (Employee Reporting) shall not apply to the Property, or any portion thereof.

6. **Section 8.1(a), (b), (c), and (d): Reservation of Rights by Developer.** Section 8.1 of the Declaration is hereby amended and shall exclude the Property from any and all reservations of rights by Developer as set forth in Section 8.1 (a), (b), (c), and (d). Notwithstanding the foregoing, the additional provisions of Section 8.1 shall continue to be applicable to the Property.

7. **Section IV of the Design Criteria. Building Requirements - Temporary Structures.** Declarant hereby amends this section to allow for the placement of temporary office trailers on the Property during construction, lease-up, or sales activities relating to the Property, or a portion thereof. Any such temporary office trailers shall be removed from the Property within three (3) months after completion of project construction.

8. **Section IV of the Design Criteria. Building Requirements - Garbage/Trash Collection.** Declarant hereby amends this section to allow for trash rollout areas related to any trash chutes within the buildings to be constructed on the Multi-Family Property.

9. **Section IV of the Design Criteria. Building Requirements - Energy Conservation.** The Declaration is hereby amended to provide that the provisions entitled "Energy Conservation" contained within Section IV of the Design Criteria shall not apply to the Property, or any portion thereof.

10. **Section IV of the Design Criteria. Building Requirements - Roof Appurtenances.** This portion of Section IV is hereby amended and shall exclude the residential portion of the Property as follows:

The structures on the residential portions of the Property may incorporate plumbing, vent and stack pipes and other similar devices and appurtenances extending from the roofs of the structures in various areas. Any such plumbing, vent and stack pipes and other similar devices and appurtenances shall be designed and installed in order to blend with the roof finishes and shall not be required to be screened or concealed otherwise from view.

11. **Section V of the Design Criteria. Site Standards - Circulation and Access.** The Declarant hereby amends this section as it applies to the Property to clarify that the driveways and parking areas within the Property shall be privately owned and maintained by the property owner and may be assigned street names by the property owner.

12. **Section V of the Design Criteria. Site Standards – Curb Cuts.** Notwithstanding anything contained in the Declaration or the Design Criteria to the contrary, the curb cuts depicted at locations 1 through 3 on the Site Plan shall be allowed by Declarant (subject to approval by the City of Pinellas Park), and any additional curb cuts shall be subject to approval by Declarant. The developer of any portion of the Property (and not Declarant) shall construct the development obligations imposed by the City of Pinellas Park that apply to such portion of the Property.

13. **Section V of the Design Criteria. Site Standards – Service Area Circulation & Access and Storage & Loading Areas.** Declarant hereby amends these sections as they apply to the Property, to clarify that these sections will not apply to any trash rollout areas related to any trash chutes within the buildings to be constructed on the Multi-Family Property.

14. **Section V of the Design Criteria. Site Standards - Building Setbacks on Local Streets.** Declarant hereby amends Section V as it applies only to the Property to clarify that the fifty foot (50') building setback along Grand Avenue and the twenty foot (20') building setback along North Gandy Boulevard will be as depicted on the Site Plan. The measurement of the Grand Avenue setback will be from the boundary line of the Property, and the measurement of the North Gandy Boulevard building setback will be from the boundary line of the Property.

There shall be no setback requirements from the private drive aisles and parking areas within the Property.

15. **Section V of the Design Criteria. Site Standards - Acceptable Plant Material.** The "Acceptable Plant Material" list shall be amended to include the additional species of plantings listed in Exhibit "D" attached hereto and incorporated herein by this reference.

16. **Section V of the Design Criteria. Site Standards – Signage.** Declarant hereby amends this section as it applies only to the Property to allow for the installation of: (i) one (1) monument or ground type sign with a maximum height of twelve feet (12') located at the intersection of Grand Avenue and North Gandy Boulevard, the sign panels of which sign will be shared in generally comparable proportions by at least two (2) Occupants (as defined hereinbelow) of the Property; (ii) one (1) monument or ground type sign with a maximum height of eight feet (8') at the main entrance off Grand Avenue; (iii) one (1) monument or ground type sign with a maximum height of eight feet (8') located at the westerly entrance on North Gandy Boulevard entrance; and (iv) one pole sign with a maximum height of twenty feet (20') located on the far easterly end of North Gandy Boulevard, all as shown on the Site Plan attached hereto as Exhibit "C". Notwithstanding the foregoing, if no portion of the Property is used for commercial development, the pole sign at the far easterly end of North Gandy Boulevard shall be a monument or ground type sign with a maximum height of eight feet (8'). All signage will comply with municipal code of the City of Pinellas Park. The Property shall meet all other signage criteria outlined in the Design Criteria for Gateway. For purposes of this Eleventh Amendment, the term "Occupant" shall mean an Owner of any portion of the Property, or any

entity entitled to occupancy and /or use of any portion of the Property by virtue of a lease, sublease, concession or similar arrangement.

17. **Section V of the Design Criteria. Site Standards - Buffer Requirements.**

Declarant hereby amends this section as it applies to the Property to allow that all landscape buffers situated within the Property shall meet the requirements of the municipal code of the City of Pinellas Park and shall not be required to meet the requirements as outlined in the Design Criteria; provided, however, that: (i) the forty-three foot (43') landscape easement from the back of curb (or the edge of pavement if there is no curb) of Grand Avenue shall only be applicable along that portion of the Property adjacent to Grand Avenue, from North Gandy Boulevard north to the Gateway Centre Parkway intersection; and (ii) landscaping, curbing, driveways/drive aisles, site lighting, utilities, fencing, and monument signage shall be permitted within said 43' landscape easement area. Notwithstanding the foregoing, along the portion of the Property adjacent to Grand Avenue north of the Gateway Centre Parkway intersection, the following shall apply: (i) landscaping, parking, curbing, driveways/drive aisles, site lighting, utilities, dog park, and fencing shall be permitted within the landscape easement area from the back of curb (or the edge of pavement if there is no curb) of Grand Avenue, but no other structures shall be permitted within such area; and (ii) any existing above-ground drainage retention and/or conveyance areas such as drainage swales may be relocated to underground drainage retention and/or conveyance facilities such as underground pipes and culverts, provided that all such work is done at DH's expense and DH obtains all required governmental permits and approvals for such work.

18. **Section V of the Design Criteria. Site Standards - Retention Ponds.** This section is hereby amended as it applies to the Property. The Owner of the Multi-Family Property or any portion thereof shall be permitted to fill, reconfigure and expand the existing retention pond situated in the southwest portion of the Property, at the intersection of Grand Avenue and North Gandy Boulevard, as shown on the Site Plan, and any other relocation of the existing pond will be subject to Declarant's reasonable approval.

19. **Section V of the Design Criteria. Site Standards - Parking.** This section is hereby amended as it applies to the Property to allow the minimum number of vehicular parking spaces on the Property will be as determined by the City of Pinellas Park (including through any variances granted by the City), and all other parking criteria shall be as set forth in the Design Criteria.

20. **Approval and Joinder.** The Board of Directors of the Association hereby join in the execution of this Eleventh Amendment to evidence its approval of and agreement to be bound by the terms set forth herein.

21. **Capitalized Terms.** All capitalized terms used but not specifically defined in this Eleventh Amendment, shall have the meanings set forth in the Declaration for such term.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

(Witness Signature)

Print Name: J. Patricia Greer

(Witness Signature)

Print Name: Susan Berry

DECLARANT:

**HUNTLEY PROPERTIES, LLC,**  
a Florida limited liability company,

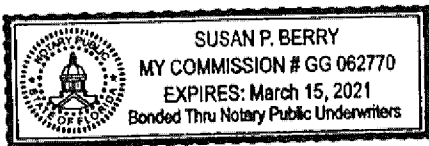
By: [Signature]

Print Name: Dawn Huntley Mattox

Print Title: Manager

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29 day of January, 2018, by Dawn Huntley Mattox, as the Manager of **HUNTLEY PROPERTIES, LLC**, a Florida limited liability company, on behalf of such company, who is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public

(Print Notary Name) Susan P. Berry

AFFIX NOTARY STAMP

**CONSENT OF BOARD OF DIRECTORS**

The Board of Directors of Gateway Centre Property Owners Association, Inc., a Florida non-profit corporation hereby consents to and approves the terms and provisions of this Eleventh Amendment, such consent and approval being granted in satisfaction of any applicable requirements of the Declaration.

**BOARD OF DIRECTORS OF GATEWAY,  
CENTER PROPERTY OWNERS' ASSOCIATION,  
INC., a Florida non-profit corporation**

Executing solely in their respective capacities  
and not in their individual capacities

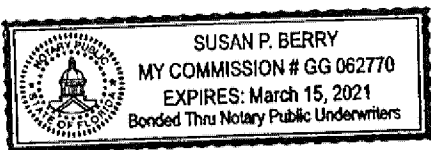
By: [Signature]  
Print Name: Dawn Huntley Mattox

By: [Signature]  
Print Name: David H. Huntley

By: [Signature]  
Print Name: David I. Huntley

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29 day of January, 2018, by Dawn Huntley Mattox as a member of the Board of Directors of **GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of such corporation, who is [ X ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.



AFFIX NOTARY STAMP

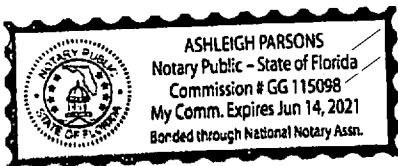
[Signature]  
Signature of Notary Public

(Print Notary Name) Susan P. Berry



STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2018, by David H. Huntley, as a member of the Board of Directors of **GATEWAY CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of such corporation, who is [ ] personally known to me or [X] has produced KID as identification.



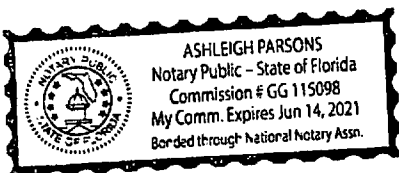
AFFIX NOTARY STAMP

Ashleigh Parsons  
Signature of Notary Public

(Print Notary Name) Ashleigh Parsons

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2018, by David I. Huntley, as a member of the Board of Directors of **GATEWAY CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of such corporation, who is [ ] personally known to me or [X] has produced KID as identification.



AFFIX NOTARY STAMP

Ashleigh Parsons  
Signature of Notary Public

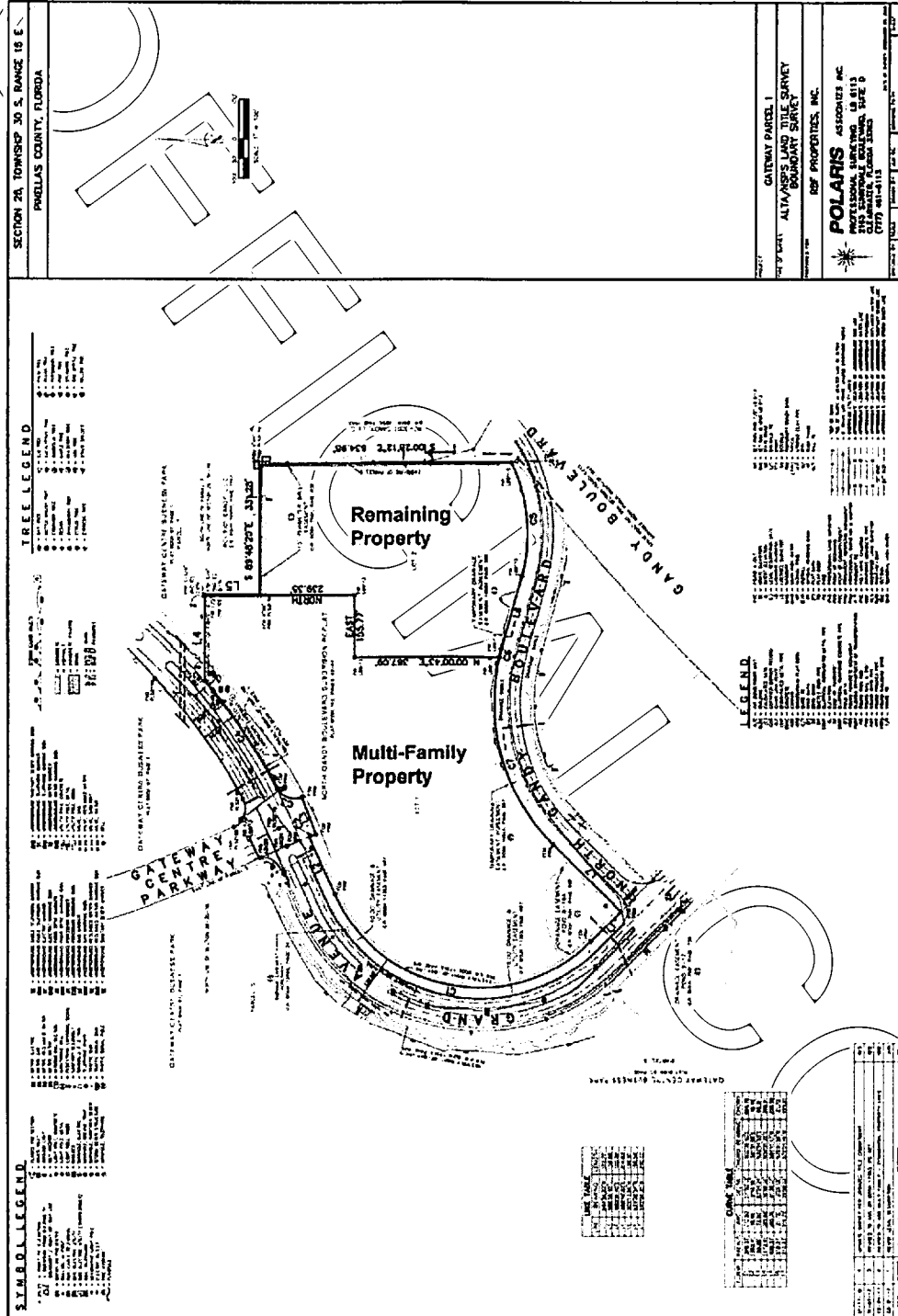
(Print Notary Name) Ashleigh Parsons

**EXHIBIT "A"**

**Legal Description of Property**

Lots 1 and 2, North Gandy Boulevard Subdivision Replat as recorded in Plat Book 142, Page 43,  
of the Public Records of Pinellas County, Florida.

# Exhibit "B" Survey



[illegible]

**EXHIBIT "D"****Additional Acceptable Planting Material****1. Street Trees:***Scientific Name**Common Name*

Quercus laurifolia

Laurel Oak

Quercus virginiana

Live Oak

Liquidamber styraciflua

Sweetgum

Magnolia grandiflora "DD Blanchard"

Southern Magnolia

Taxodium distichum

Bald Cypress

**2. Other Trees:***Scientific Name**Common Name*

Liquidamber styraciflua

Sweetgum

Magnolia grandiflora "DD Blanchard"

Southern Magnolia

Taxodium distichum

Bald Cypress

Cupressus sempervirens

Italian Cypress

Elaeocarpus decipiens

Japanese Blueberry

Hex Cornuta "Bufordii"

Bufford Holly

Hex x attenuata "Ease Palatka"

East Palatka Holly

Livistonia chinensis

Chinese Fan Palm

Phoenix dactylifera medjool

Date Palm

Phoenix roebelenii

Pygmy Date Palm

Washingtonia robusta

Washington Palm

Ulmas Parvifolia 'Allee'

Allee Elm

Juniperus Silicicola

Red Cedar

Ligustrum Japonica

Tree-Form Ligustrum

Livistona Decora

Ribbon Palm

Phoenix Sylvestris

Sylvester Palm

**3. Acceptable Hedge Plants:***Scientific Name**Common Name*

Cleyera Japonica

Cleyera

Hibiscus Rosa Sinensis

Red Hibiscus

Huncus Effusus

Soft Rush

Hex cornuta "Burfordii"

Burford Holly

Hex cornuta "Dwarf Burford"  
 Hex cornuta "Neddlepoint Holly"  
 Hex cornuta "Rotunda"  
 Hex crenata "Compacta"  
 Hex "Nelle Stevens"  
 Juniperus chinensis "Parsonii"  
 Nandina domestica  
 Rhododendron "Red Ruffle"  
 Rhododendron Simsii "Formosa"  
 Viburnum Odoratissimum "Awabuki"

Dwarf Burford Holly  
 Neddlepoint Holly  
 Dwarf Chinese Holly  
 Compacta Holly  
 Nelle Stevens Holly  
 Wiltons Blue Rug Juniper  
 Nandina  
 Red Ruffle Azalea  
 Formosa Azalea  
 Awabuki Viburnum

4. Lawns:

Argentine Bahia  
 Zoysia 'Empire'

5. Acceptable Ground Covers (exclusive of turfgrass):

*Scientific Name*

*Common Name*

Annuals  
 Jasminum multiflorum  
 Jasminum multiflorum  
 Miscanthus Sinensis "Gracillimus"  
 Philodendron selloum  
 Philodendron selloum "Xanadu"  
 Spartina bakeri  
 Trachelospermum asiaticum  
 Trachelospermum asiaticum minima

Annuals  
 Downy Jasmine  
 Wax Jasmine  
 Maiden Grass  
 Split-Leaf Philodendron  
 Xanadu Philodendron  
 Cord Grass  
 Asian Jasmine  
 Dwarf Asian Jasmine

6. Acceptable Shrubs for Use in All Landscape Areas:

*Scientific Name*

*Common Name*

Annuals  
 Cleyera Japonica  
 Galphimia gracillis  
 Hibiscus Rosa Sinensis  
 Huncus Effusus  
 Ilex comuta "Burfordii"  
 Ilex comuta "Dwarf Burford"  
 Ilex comuta "Neddlepoint Holly"

Annuals  
 Cleyera  
 Thryallis  
 Red Hibiscus  
 Soft Rush  
 Burford Holly  
 Dwarf Burford Holly  
 Neddlepoint Holly

*Ilex comuta* "Rotunda"  
*Ilex crenata* "Compacta"  
*Ilex* "Nelle Stevens"  
*Ilex Vomitoria*  
*Jasminum multiflorum*  
*Jasminum multiflorum*  
*Juniperus chinensis* "Parsonii"  
*Lantana montevidensis*, gold  
*Lantana montevidensis*, purple  
*Loropetalum chinensis* "Ruby"  
*Loropetalum chinensis* "Burgundy"  
*Miscanthus Sinensis* "Gracillimus"  
*Nandina domestica*  
*Philodendron selloum*  
*Philodendron selloum* "Xanadu"  
*Rhododendron* "Red Ruffle"  
*Rhododendron Simsii* "Formosa"  
*Spartina bakeri*  
*Trachelospermum asiaticum*  
*Trachelospermum asiaticum minima*  
*Zamia Furfuracea*

Dwarf Chinese Holly  
 Compacta Holly  
 Nelle Stevens Holly  
 Schillings Dwarf Holly  
 Downy Jasmine  
 Wax Jasmine  
 Wiltons Blue Rug Juniper  
 Gold Mouynd Lantana  
 Purple Trailing Lantana  
 Chinese Fringe Flower  
 Burgundy Fringe Flower  
 Maiden Grass  
 Nandina  
 Split-Leaf Philodendron  
 Xanadu Philodendron  
 Red Ruffle Azalea  
 Formosa Azalea  
 Cord Grass  
 Asian Jasmine  
 Dwarf Asian Jasmine  
 Carboard Plant