

PREPARED BY AND RETURN TO:

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

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

THIS TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GATEWAY CENTRE (this "**Twelfth Amendment**") is made and executed effective as of this 19th day of March, 2018, by HUNTLEY PROPERTIES, LLC, a Florida limited liability company (together with its successors and assigns ("**Declarant**").

A. By virtue of that certain Declaration of Covenants, Conditions, and Restrictions for Gateway Centre (the "**Original Declaration**") dated December 24, 1986, recorded in Official Records 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 ("**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 Official Records 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 Official Records 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 Official Records 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 Official Records 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 Official Records 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 Official Records 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 Official Records Book 17358, Page 1126 of the Public Records of Pinellas County, Florida, by Previous Declarant; and (viii) Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Eighth Amendment**") dated October 15, 2012, recorded in Official Records 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 by Declarant; (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, by Declarant; (xi) Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Eleventh Amendment**") dated January 31, 2018, recorded in O.R. Book 19927, Page 1822 of the Public Records of Pinellas County, Florida, by Declarant (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, Tenth Amendment and Eleventh hereinafter referred to as the "**Declaration**").

C. By special warranty deed (the "**Deed**") dated of even date with this Twelfth Amendment from Declarant, as grantor, to CRP/NRP Allure Gateway Owner, L.L.C., a Delaware limited liability company, as grantee, CRP/NRP Allure Gateway Owner, L.L.C., 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 Gateway Centre Property Owners Association desires to consent to and approve the terms and provisions of this Twelfth Amendment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge the Declaration is hereby amended and modified as follows:

1. **Section 2.4 and Section 2.5: Easements for Utilities and Drainage and Developer and Association Easement.** Declarant hereby relinquishes and terminates all respective rights under the Section 2.4 and 2.5 of the Declaration to convey or to utilize certain "blanket easements" as well as any "easements for access" affecting the Property. Easements for utilities and drainage shall be expressly limited to those areas where such easements currently exist, as depicted on that certain ALTA/NSPS Land Title Survey, performed by George F. Young, Inc., dated March 9, 2018, under Job No. 0311008116 (the "**Survey**") attached hereto as Exhibit "B". 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, the Declarant and the Association collectively agree that they shall not attempt to create or enforce any additional easement areas against the Property other than those easements recorded against the

Property among the public records of Pinellas County, Florida as of the date of this Amendment.

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

Multifamily residential and related ancillary uses shall be permitted on the Property described in Attachment "A" of this Twelfth Amendment to the Declaration.

3. **Section 7.4: View Obstructions.** Section 7.4 is hereby amended and shall exclude the Property from any and all requirements and conditions of Section 7.4.

4. **Section 7.5: Obstructions.** Section 7.5 is hereby amended and shall exclude the Property from any and all requirements and conditions of Section 7.5.

5. **Section 7.8: Employee Reporting.** Section 7.8 is hereby amended and shall exclude the Property from any and all requirements and conditions of Section 7.8.

6. **Section 8.1: Reservation of Rights of Developer.** Section 8.1 is hereby amended and shall exclude the Property from any and all reservation of rights by Developer listed under Section 8.1 (a), (b), (c) and (d).

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. Any such temporary office trailers shall be removed from the Property within three (3) months after completion of project construction. Construction fencing is authorized during the construction period.

8. **Section IV of the Design Criteria. Building Requirements - Energy Conservation.** This portion of Section IV is hereby amended and shall exclude the Property from any and all requirements of this portion of Section IV.

9. **Section IV of the Design Criteria. Building Requirements - Roof Appurtenances.** Declarant hereby amends this section as it applies to the Property as follows:

The Residential structures on 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.

10. **Section V of the Design Criteria. Site Standards - Pedestrian and Bike Path System.** This portion of Section V is hereby amended and shall exclude the Property from any and all requirements of this portion of Section V.

11. **Section V of the Design Criteria. Site Standards - Circulation and Access.** 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. These private driveways may be assigned street names by the property owner.

12. **Section V of the Design Criteria. Site Standards – Parking.** This portion of Section V is hereby amended as it applies to the Property to allow for parking as approved by the City of Pinellas Park.

13. **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 “C”, attached hereto. All landscaping shall comply with the requirements outlined in the Design Criteria for the Gateway Centre.

14. **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 one (1) sign incorporated with the entrance walls located on the north side of Gateway Centre Boulevard at the intersection of Gateway Centre Boulevard and US Highway 19 with a maximum height of eight feet (8’’) exclusive of decorative columns which shall not exceed ten feet (10’), and one (1) monument or ground type sign with a maximum height of 6 feet the (6’) at the main entrance located on Gateway Centre Boulevard. 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.

15. **Capitalized Terms.** All capitalized terms used but not specifically defined in this Twelfth Amendment will have the meanings set forth in the Declaration for such term.

[Signature page to follow]

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

Signed, sealed and delivered
in the presence of:

Witness Signature

PARTHIV PATEL
Printed Name:

AVANI PATEL
Witness Signature

AVANI PATEL
Printed Name:

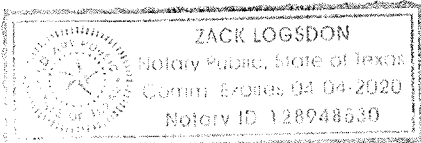
STATE OF Texas
COUNTY OF Collin

DECLARANT:

HUNTLEY- PROPERTIES, LLC,
a Florida limited liability company

By: [Signature]
Name: Dawn Huntley Mattox
Title: Manager

The foregoing instrument was acknowledged before me this 15th day of March, 2018,
by Dawn Huntley Mattox, Manager of HUNTLEY PROPERTIES, LLC, a Florida limited liability
company, on behalf of said company. Said manager is personally known to me or produced a valid
driver's license as identification.



Notary Public- State of ~~Florida~~ Texas

Printed Name: Zack Logsdon

My commission expires: 04/04/2020

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

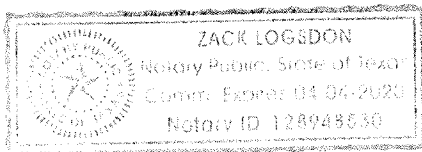
By: [Signature]
Print Name: Dawn Huntley Mattox

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

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

STATE OF Texas
COUNTY OF Collin

The foregoing instrument was acknowledged before me this 15th day of March, 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 [] personally known to me or [☒] has produced Texas Driver License as identification.



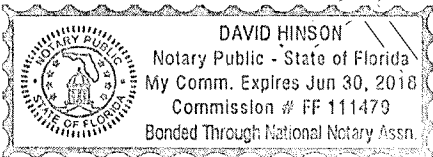
AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public

(Print Notary Name) Zack Logsdon

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of MARCH, 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 FL Driver License as identification.



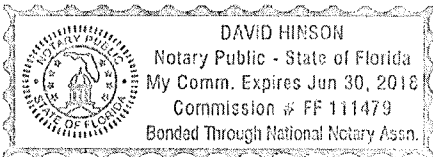
DIHL
Signature of Notary Public

(Print Notary Name) DAVID HINSON

AFFIX NOTARY STAMP

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of MARCH, 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 FL Driver License as identification.



DIHL
Signature of Notary Public

(Print Notary Name) DAVID HINSON

AFFIX NOTARY STAMP

EXHIBIT A

PARCEL 1

Parcel 1, of Gateway Centre Business Park, according to plat thereof as recorded in Plat Book 97, Page 1, of the Public Records of Pinellas County, Florida.

EXHIBIT B
SURVEY

UNOFFICIAL COPY

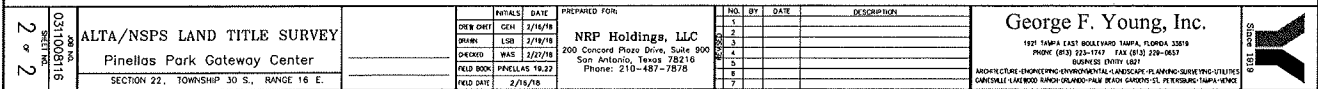


EXHIBIT "C"

Additional Acceptable Planting Material1. 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
 Hex cornuta "Burfordii"
 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"

Soft Rush
 Burford Holly
 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

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

Common Name

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

Annuals
 Cleyera Japonica
 Galphimia gracillis
 Hibiscus Rosa Sinensis

Common Name

Annuals
 Cleyera
 Thryallis
 Red Hibiscus

Huncus Effusus
Ilex comuta "Burfordii"
Ilex comuta "Dwarf Burford"
Ilex comuta "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 chinsis "Ruby"
Loropetalum chinsis "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

Soft Rush
 Burford Holly
 Dwarf Burford Holly
 Neddlepoint Holly
 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