

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

THIS THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY CENTRE (this "Thirteenth Amendment") is made and executed effective as of this 31st day of July, 2020, 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; (xii) Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Twelfth Amendment") dated March 19, 2018, recorded in O.R. Book 19981, Page 103 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, Eleventh Amendment and Twelfth Amendment, hereinafter referred to as the "Declaration").

C. 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 voting rights of the Association, desires to amend the Declaration as it applies only to the Property (as defined in the Eleventh Amendment), as provided herein.

D. The Board of Directors of the Association desires to consent to and approve the terms and provisions of this Thirteenth 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. **Application of Eleventh Amendment.** The Declaration is hereby amended so that each provision of the Eleventh Amendment is hereafter applied to the property originally labeled as "Remaining Property" (the "Phase Two Multi-Family Property") on the Survey (as defined in the Eleventh Amendment) attached as Exhibit "B" to the Eleventh Amendment. Accordingly, all references to the "Multi-Family Property" in the Eleventh Amendment shall hereinafter incorporate both the "Multi-Family Property" and the "Phase Two Multi-Family Property" as depicted on the Survey. Notwithstanding anything to the contrary herein, multifamily residential and related ancillary use shall be permitted on the Phase Two Multi-Family Property.

2. **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 on the site plan attached hereto as Exhibit "A" and incorporated herein by this reference (the "Site Plan") shall be allowed by Declarant (subject to approval by the City of Pinellas Park) for the Multi-Family Property and the Phase Two Multi-Family Property, and any additional curb cuts shall be subject to approval by Declarant. To the extent necessary in the owner of the Multi-Family Property's sole discretion, the owner of the Multi-Family Property shall be permitted to place one additional curb cut in the location depicted on the Site Plan as Curb Cut Three ("Curb Cut Three"). To the extent such curb cuts shown on the Site Plan are inconsistent with the curb cuts approved in the Eleventh Amendment, all references to and Declarant's approvals of curb cuts in the Eleventh Amendment shall be deleted in their entirety.

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.

3. **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) monument or ground type sign with a maximum height of seven feet the (7') at the main entrance off Grand Avenue, one (1) monument or ground type signs with a maximum height of four feet (4') located at the entrance on North Gandy Boulevard. In the event that the owner of the Multi-Family Property utilizes Curb Cut Three, then the owner of the Multi-Family Property may place one (1) monument or ground type sign with a maximum height of four feet (4') adjacent to the Curb Cut Three. All references to and Declarant's approvals of the signs in the Eleventh Amendment shall be deleted in their entirety. 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 and the monument sign adjacent to Curb Cut Three will need approval by the Gateway Centre Design Committee prior to installation.

4. **Section V of the Design Criteria. Site Standards – Retention Ponds.** Declarant hereby amends this section as it applies to the Multi-Family Property and the Phase Two Multi-Family Property to allow for the retention ponds (subject to approval by the City of Pinellas Park) as depicted on the Site Plan, and any additional fill, reconfiguration and expansion of any retention pond shall be subject to approval by Declarant (and subject to approval by the City of Pinellas Park).

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

6. **Capitalized Terms.** All capitalized terms used but not specifically defined in this Thirteenth 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:

DECLARANT:

HUNTLEY PROPERTIES, LLC,
a Florida limited liability company,

(Witness Signature)

Print Name: PARTASU PATEL

(Witness Signature)

Print Name: Breige Dewett

By: [Signature]

Name: Dawn Huntley Mattox

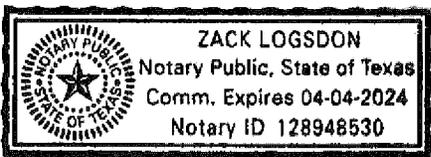
Print Title: Manager

STATE OF Texas
COUNTY OF Collin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of July, 2020, 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 [X] has produced Texas Driver License as identification.

[Signature]
Signature of Notary Public
(Print Notary Name) Zack Logsdon

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 Thirteenth 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 by means of physical presence or online notarization, this 23rd day of JULY, 2020, 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 Drivers License as identification.

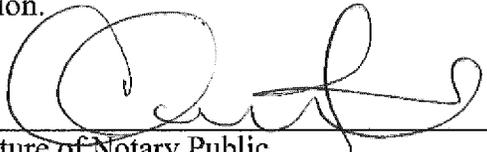
[Signature]
Signature of Notary Public
(Print Notary Name) HEIDI HARRISON

AFFIX NOTARY STAMP



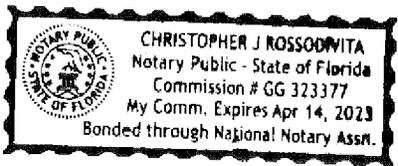
STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of July, 2020, 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 [] has produced FL Drivers License as identification.



Signature of Notary Public
(Print Notary Name) Christopher J. Rossodivita

AFFIX NOTARY STAMP



STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of July, 2020, 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 [] has produced FL Drivers License as identification.



Signature of Notary Public
(Print Notary Name) Christopher J. Rossodivita

AFFIX NOTARY STAMP

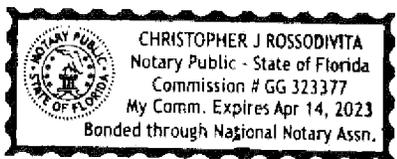


Exhibit "A" Site Plan

