

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

THIS FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GATEWAY CENTRE (this "**Fourteenth Amendment**") is made and executed effective as of this 9th day of December, 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, and (xiii) Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Thirteenth Amendment**") dated August 4, 2020, recorded in O.R. Book 21107, Page 2320 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, Twelfth Amendment and Thirteenth Amendment hereinafter referred to as the "**Declaration**").

C. By special warranty deed (the "**Deed**") dated of even date with this Fourteenth Amendment from Declarant, as grantor, to Tavistock Development Company, as grantee, Tavistock Development Company., 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 1.14: Restricted Development Area.** Declarant hereby amends Section 1.14 and all of Article IX to exclude the Property entirely from the application of all or part of Sections 1.14 and Article IX to the Property and any references to the Restricted Development Area in the Declaration or Design Criteria shall therefore not apply to the Property except that the solid masonry wall (the "Border Wall") will remain on the Property and will be maintained by the Association.

2. **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 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 and Landscape Easement, recorded in O.R. Book 97, Pages 1-13 of the Public Records of Pinellas County, Florida and the Drainage Easement recorded in O.R. Book 7591, Page 789 of the Public Records of Pinellas County, Florida. 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 depicted on that certain ALTA/NSPS Land Title Survey, performed by GeoPoint Surveying, Inc. dated July 13, 2020, project Gateway Centre Business Park Parcel K, (the "Survey") as amended or revised as of the date of this Fourteenth Amendment or recorded against the Property among the public records of Pinellas County, Florida as of the date of this Fourteenth Amendment. The foregoing language does not waive or terminate the access easement contained in the Easement for Maintenance of Walls recorded in O.R. Book 7591, Page 836 of the Public Records of Pinellas County, Florida and the Entryway Easement recorded on June 7, 1991, in Official Records Book 7591, Page 904, of the Public Records of Pinellas County, Florida.

3. **Section 7.1 and Section 7.2: Permitted Uses and Prohibited Operations and Uses.** Section 7.1 is hereby amended to allow the following as permitted uses on the Property to the extent not already permitted under the Declaration:

"receiving, storing, displaying, assembling, shipping, distributing, selling, and serving as a pick-up/drop-off location for products, materials and merchandise, as well as food, liquor and grocery items; fulfillment of orders placed by digital or electronic means (including mobile applications) and any other technologies, whether currently in use or subsequently developed; the parking, storage and use (including driving into and through a building for loading and unloading, and parking inside of a building) of automobiles, trucks and trailers, including outdoor loading and unloading within the service area, the van loading area, the van parking area, and excluding the customer parking area described on "Exhibit C" attached hereto; processing customer returns; light assembly and repairs; general warehouse and distribution center use; general office and data center use; printing; assembling; making products on demand; light manufacturing; and other ancillary and related uses; so long as such uses comply with the other provisions of this Declaration, the Design Criteria and with all applicable zoning and other codes or approved variances thereto as of the December 1, 2020."

Notwithstanding anything to the contrary in the Declaration, including without limitation Section 7.2 of the Declaration, the Declaration does not prohibit the Owner or any tenant of the Property from handling and storing, in compliance with all applicable law, any hazardous materials (a) contained in any packaged

merchandise to be sold, handled, and/or held for shipment to customers; (b) used for maintenance of such Owner's or tenant's trucks and machinery; and (c) fuel, liquefied hydrogen or other alternative fuels or batteries for any trucks, generators, other machinery, or energy or communications equipment; so long as such uses comply with the other provisions of this Declaration, the Design Criteria and with all applicable zoning and other codes or approved variances thereto as of the December 1, 2020.

4. **Section 7.5 Obstructions.** Section 7.5 is hereby amended and shall allow the installation of the wrought iron fence as it is depicted on the site plan attached as Exhibit "D".

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). Notwithstanding the foregoing, the additional provisions of Section 8.1 shall continue to be applicable to the Property.

7. **Right of Entry.** The right of the Association or Declarant to enter the Property pursuant to the Declaration, including without limitation, Article 2 of the Declaration, will be subject to the following requirements: (i) the Association (or Declarant, as applicable) will provide at least 24 hours' written notice (which notice may be delivered through electronic mail) to each of Owner and any tenant of the Property (provided contact information for such tenant has been provided to the Association or Declarant) (except in the event of an emergency, in which case the entering party will give such notice as is reasonable under the circumstances); (ii) each of Owner and tenant will have a right to have a representative present during the Association's (or Declarant's) presence on the Property; (iii) the Association's (or Declarant's) entry and presence will not materially interfere with operations on the Property; and (iv) the Association's (or Declarant's) right of entry will not extend to the interior of any buildings on the Property. The terms and conditions of this Section 7 do not apply to the 43' Drainage, Utility and Landscape Easement set forth in the Gateway Centre Business Park Plat recorded in Plat Book 97, Pages 1 through 13 of the Public Records of Pinellas County, Florida ("Plat") and the Entryway Easement recorded on June 7, 1991, in Official Records Book 7591, Page 904, of the Public Records of Pinellas County, Florida, provided the Association or Declarant (as applicable) will use commercially reasonable efforts to avoid adversely impacting Owner's or any tenant of the Property's use or access to the Property during any such entry to the foregoing.

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 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.

10. **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.

11. **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 pages to follow]

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

Signed, sealed and delivered  
in the presence of:

Breige Dewett  
Witness Signature

Breige Dewett  
Printed Name:

Zack Logsdon  
Witness Signature  
Zack Logsdon  
Printed Name:

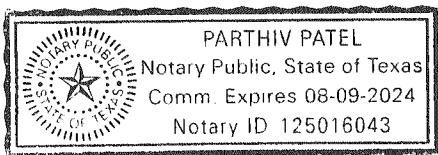
DECLARANT:

HUNTLEY- PROPERTIES, LLC,  
a Florida limited liability company

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

STATE OF TEXAS  
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 15<sup>th</sup> day of December, 2020, 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 Texas drivers license as identification.



[Signature]  
Signature of Notary Public  
Printed Name: PARTHIV PATEL  
My commission expires: August 9, 2024

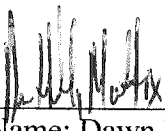
AFFIX NOTARY STAMP

**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 Fourteenth Amendment, such consent and approval being granted in satisfaction of any applicable requirements of the Declaration.

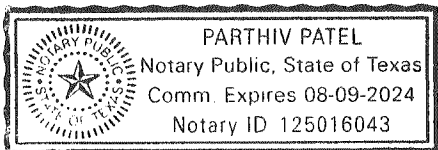
**BOARD OF DIRECTORS OF GATEWAY,  
CENTER PROPERTY OWNERS' ASSOCIATION,  
INC., a Florida non-profit corporation**

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

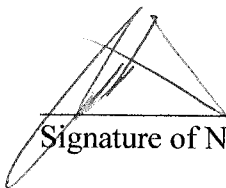
By:   
Print Name: Dawn Huntley Mattox

STATE OF TEXAS  
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 2nd day of December, 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 [X] has produced TEXAS DRIVER LICENSE as identification.



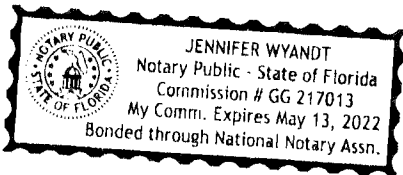
AFFIX NOTARY STAMP

  
Signature of Notary Public  
(Print Notary Name) PARTHIV PATEL

By: David Huntley  
Print Name: David Huntley

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 2nd day of December, 2020, by David 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 \_\_\_\_\_ as identification.



AFFIX NOTARY STAMP

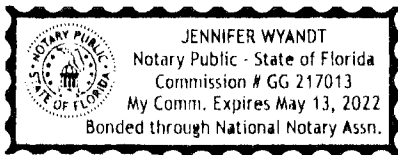
Jennifer Wyandt  
Signature of Notary Public  
(Print Notary Name) Jennifer Wyandt




By:   
 Print Name: Terry England

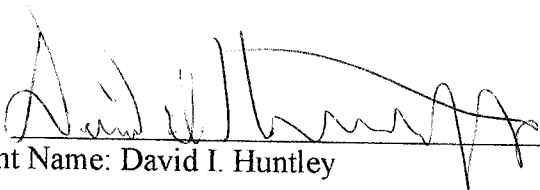
STATE OF FLORIDA  
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 2nd day of December, 2020, by Terry England 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 \_\_\_\_\_ as identification.



AFFIX NOTARY STAMP

  
 Signature of Notary Public  
 (Print Notary Name) Jennifer Wyandt

By:   
Print Name: David I. Huntley

Colorado<sup>124</sup>  
STATE OF FLORIDA  
COUNTY OF PINELLAS<sup>124</sup> Summit

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 2nd day of December, 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 Florida DL-#534-169-41-050-2 as identification.

  
Signature of Notary Public

(Print Notary Name) Ivan Ayala

AFFIX NOTARY STAMP

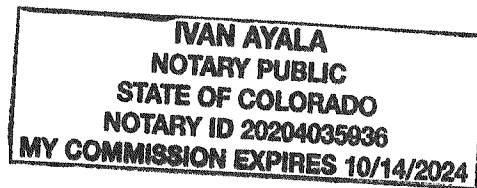


EXHIBIT "A"  
Legal Description

**DESCRIPTION:** A portion of Parcel 2, Gateway Centre Business Park, according to the plat or map thereof as recorded in Plat Book 97, Pages 1 through 13, public records of Pinellas County, Florida, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Parcel 2, Gateway Centre Business Park, according to the plat or map thereof as recorded in Plat Book 97, Pages 1 through 13, public records of Pinellas County, Florida, thence along the West line of said Parcel 2, S.00°12'05"W., a distance of 437.24 feet to the Northwest corner of the Southwest 1/4 of Section 23, Township 30 South, Range 16 East; thence along the said West line of Parcel 2 and the West line of the said Southwest 1/4, S.00°11'58"W., a distance of 487.96 feet to the POINT OF BEGINNING; thence departing said West line, N.89°35'31"E., a distance of 598.17 feet to the West Right of Way line of Research Drive as recorded in said Plat Book 97, Pages 1 through 13; thence along said West Right of Way line the following four (4) courses and distances; (1) S.11°35'53"E., a distance of 65.98 feet; (2) Southeasterly, 391.14 feet along the arc of a non-tangent curve to the left having a radius of 982.94 feet and a central angle of 22°47'59" (chord bearing S.32°06'55"E., 388.57 feet); (3) S.43°30'55"E., a distance of 52.00 feet; and (4) Southerly, 75.98 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 87°03'47" (chord bearing S.00°00'59"W., 68.88 feet) to the North Right of Way of Gateway Centre Parkway as recorded in said Plat Book 97, Pages 1 through 13; thence along said North Right of Way line, Southwesterly, 308.51 feet along the arc of a reverse curve to the left having a radius of 1472.41 feet and a central angle of 12°00'19" (chord bearing S.37°32'44"W., 307.95 feet); thence departing said North Right of Way line, N.89°36'24"W., a distance of 668.69 feet to the afore said West line of Parcel 2; thence along said West line of Parcel 2, N.00°11'58"E., a distance of 735.64 feet to the **POINT OF BEGINNING**.  
Containing 12.449 acres, more or less.

EXHIBIT "B"

