

15.00

15.00

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

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY CENTRE ("Declaration") is made this 18th day of MAY, 1989, by BRAEWOOD DEVELOPMENT CORP., a Texas corporation, doing business as Gateway Centre Joint Venture ("Braewood").

1. The Gateway Centre is a development of regional impact which was approved by the City of Pinellas Park ("City") pursuant to Ordinance No. 1617 as amended by Ordinance No. 1662 (the "Development Order").

2. The Declaration, dated December 24, 1986, and recorded December 24, 1986 in O.R. Book 6391, Pages 411-495, Public Records of Pinellas County, Florida, is attached as an exhibit to the Development Order and made a part thereof.

3. The Declaration sets forth certain restrictions appearing in the Declaration as Exhibit "E" thereto ("Design Criteria") which refer to the quality and character of the Gateway Centre development and which insure that the Gateway Centre will be an attractive, safe and well landscaped development.

4. The Design Criteria may be modified or amended from time to time but such amendment must be recorded in the Public Records of Pinellas County, Florida.

5. The City Manager of Pinellas Park ("City Manager") has agreed that the amendments described in Exhibit "A" hereto are "insubstantial" as contemplated by the Declaration of Covenants, Conditions and Restrictions for Gateway Centre.

NOW, THEREFORE, Braewood hereby amends the Declaration of Covenants, Conditions and Restrictions for Gateway Centre as follows:

- (1) The paragraph entitled "Office Park" on pages 8 and 9 of the Design Criteria is hereby amended to read as follows:

Office Park: A development on a tract of land that contains a number of separate office buildings, ancillary uses, and open space, designed, planned, constructed, and managed on an integrated and coordinated basis. Ancillary uses shall be limited to: barber shops, beauty shops; book stores; child care centers, Level III; commercial recreational establishments; delicatessens; laundries (excluding coin-operated laundries and dry cleaning plants); office supply stores; copying, printing, lithographing, or publishing establishments; restaurants (excluding drive-in/drive-thru); and lounges (only as a part of a restaurant).

- (2) Section 2 on page 24 of the Design Criteria, describing acceptable trees, is hereby amended to include:

Platanus occidentalis	Sycamore	05-22-29	12:04:00
	RECORDING	1	\$15.00
TOTAL:			\$15.00
CHECK AMT. TENDERED:			\$15.00
CHANGE:			\$0.00

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
STEVEN M. SEIBERT, ESQUIRE
JOHNSON, BLAKELY, ET AL
P. O. BOX 1368
CLEARWATER, FL 34617-1368

COPIED 22 PM 5:30

MEMORANDUM

FROM: RONALD P. FORBES, CITY MANAGER
 TO: FROM: MICHAEL W. KETTLES, ENVIRONMENTAL COORDINATOR
 THRU: THOMAS L. SHEVLIN, ZONING DIRECTOR
 RE: ALTERNATE TREE SELECTION - GATEWAY CENTRE LANDSCAPING
 DATE: APRIL 15, 1988

Due to problems that have occurred for the landscaper in obtaining an adequate supply of large caliper Sweetgum, Gateway Centre Joint Venture is requesting a revision in the landscape material (refer to letter to Tom Shevlin, Zoning Director, from Dan McVicker, Second Vice President, dated April 14, 1988).

The original landscape plan indicated an excessive use of London Plane trees, a close relative of the Sycamore. Kevin O'Brien, my predecessor, was concerned about the large leaves of these trees plugging storm drains. Furthermore, London Plane trees are on neither the city's list of recommended trees, nor the Gateway Centre tree list. Therefore, this species was to be replaced by Sweetgum. However, the Gateway Centre Joint Venture has now requested making use of larger caliper Sycamore trees at the entrance and intersections only, and to stick with moderate caliper Sweetgum throughout the rest of the roadways. They indicate that "There will be no drainage inlets in the proximity of the Sycamore trees". Review of the plans shows this to be the case. Furthermore, the Gateway Centre Joint Venture has promised to maintain their landscape trees, which includes cleaning up after them when the need arises. Herb Ramsaier, PM, P.B.S. & J., stated that special pruning and shaping, similar to trees at Disney World, would be carried out with these trees, thus making the planting distance that they desire of 7-15 feet, within reason.

Lastly, even though the Sycamore tree is not on the Gateway tree list, it does appear on the city's approved tree list. Also they are to be set back far enough from the roadway so as not to impede the visibility triangles at the entrances and intersections. The root systems of these trees will have adequate room for expansion into the large green space areas adjoining the entrances and intersections. Therefore, I feel that the Sycamore would be a fine tree for the limited use areas that they propose, and would recommend their approval.

If you agree with the proposal, I will need to provide an instrument for your signature that the developer will record.

5-9-PP APPROVAL/RENTAL
 Ronald P. Forbes, City Manager
 Per City Attorney's Opinion of 5-6-88

THIS INSTRUMENT AMENDS CERTAIN
TERMS OF THE INSTRUMENT RECORDED
UNDER O.R. BOOK 6391, PAGE 411, OF
THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR GATEWAY CENTRE (this "Second Amendment") is made and executed
effective as of this 13th day of March, 2002, by **EFO LAND, L.P.**, a Delaware limited partnership
(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 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, 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 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 (the Original Declaration, as amended by the First Amendment, being hereinafter
referred to as the "Declaration").

C. Declarant, who is entitled to cast at least seventy-five (75%) of the outstanding voting
rights of the Gateway Centre Property Owners Association ("Association"), desires to amend the
Declaration as provided herein.

D. The Board of Directors of Gateway Centre Property Owners Association desires to
consent to and approve the terms and provisions of this Second Amendment.

AGREEMENT

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

1. Additional Uses Permitted. Subject to the terms and conditions set forth herein, the
Declaration is hereby modified to permit the construction and operation of one or more automobile
dealerships upon the land in Gateway Centre described on Exhibit "A" attached hereto and made a part
hereof for all purposes (the "Subject Tract"). Without limitation of the foregoing, the following activities
will be permitted on the Subject Tract: the sale of new and used automobiles; the sale of automobile parts
and accessories; the operation of a full-service automotive repair shop; and such other ancillary uses that
are normally associated with the operation of an automobile dealership. The terms of this Second
Amendment will supersede any specific prohibitions against the foregoing uses that may be contained in
the Declaration or in the exhibits attached thereto (including, without limitation, the prohibitions against

motor vehicle dealers and automotive repair shops contained in Exhibit "G" attached to the Declaration). However, the use of the Subject Tract and the improvements constructed thereon must otherwise comply with all requirements, limitations, restrictions and provisions of the Declaration (such as, without limitation, the requirements of Article V of the Declaration regarding the review and approval of the plans, specifications and architectural drawings for the construction on and development and improvement of the Subject Tract). Additionally, this Second Amendment shall in no way relieve any owner of the Subject Tract from obtaining all necessary governmental permits and approvals and complying with all governmental regulations and requirements including, but not limited to, those of the City of Pinellas Park.

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

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

Witness Signature:

Peter Pasucci
Print Name: PETER PASUCCI

EFO LAND, L.P.,
a Delaware limited partnership

By: EFO Land GenPar, LLC,
its General Partner

Witness Signature:

Marian M. Capozza
Print Name: MARIAN M. CAPOZZA

By: Robert A. Sebesta
Name: Robert A. Sebesta
Title: Vice President

STATE OF FLORIDA §
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me this 13th day of March, 2002, by Robert A. Sebesta, the Vice President of EFO Land GenPar, LLC, as General Partner of EFO LAND, L.P., a Delaware limited partnership, on behalf of said partnership. Said officer is personally known to me or produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF FLORIDA

Marian M. Capozza
Print Name: Marian M. Capozza
Commission No.: CC 815369
Expiration Date: April 26, 2003

(SEAL)

 Marian M. Capozza
Commission # CC 815369
Expires Apr. 26, 2003
Atlantic Bonding Co., Inc.

KARLEEN F. DE WAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

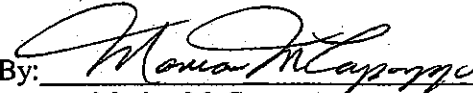
9109733 02-13-2002 15:49:47 BK4	
51 DEL-GATEWAY CENTRE	
18-02096826 BK:11887 SFG:1132 EP6:1137	
RECORDING 006 PAGES	1
OFFICIAL COPIES	5
CERTIFICATION	6
TOTAL:	\$35.50
CASH AMT. TENDERED:	\$40.00
CHANGE:	\$4.50
BY _____ DEPUTY CLERK	

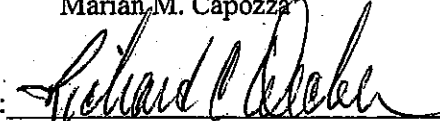
CONSENT OF BOARD OF DIRECTORS

The Board of Directors of Gateway Centre Property Owners Association hereby consents to and approves the terms and provisions of this Second 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**

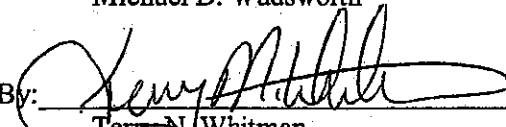
Executing solely in their representative capacities and
not in their individual capacities:

By: 
Marian M. Capozza

By: 
Richard C. Decker

By: 
Robert A. Sebesta

By: 
Michael D. Wadsworth

By: 
Terry N. Whitman

[Acknowledgements appear on following page.]

STATE OF FLORIDA §
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me this 13 day of March, 2002, by Marian M. Capozza and Robert A. Sebesta, collectively as members of the Board of Directors of the GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, on behalf of said association. Said board members are personally known to me or each produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF FLORIDA

Colleen Stewart Turner

Print Name: _____
Commission No.: _____
Expiration Date: _____

COLLEEN STEWART TURNER
Notary Public, State of Florida
My comm. exp. Oct. 16, 2004
Comm. No. CC 975619

(SEAL)

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 8th day of March, 2002, by Richard C. Decker, Michael D. Wadsworth and Terry N. Whitman, collectively as members of the Board of Directors of the GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, on behalf of said association. Said board members are personally known to me or each produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF TEXAS

Carrie L. Putnam

Print Name: Carrie L. Putnam
Commission No.: _____
Expiration Date: 7-10-04



EXHIBIT "A"

Subject Tract

(The legal description of the Subject Tract
follows this cover page.)

Subject Tract

A portion of Parcel 5, Gateway Centre Business Park, according to the map or plat thereof as recorded in Plat Book 97, page 1-13, of the public records of Pinellas County, Florida, being more particularly described as follows:

Begin at the most southerly corner of Parcel 5, Gateway Centre Business Park, as recorded in Plat Book 97, page 1 through 13, of the public records of Pinellas County, Florida; thence N. 00 degrees 21'32"E., along the west boundary of said Parcel 5, a distance of 1182.40 feet; thence S. 80 degrees 26'18"E. along the southerly boundary of a 50 foot wide drainage easement, as recorded in Official Records Book 1319, page 199, of the Public Records of Pinellas County, Florida, a distance of 89.14 feet; thence S. 28 degrees 28'14"E., along the northeasterly boundary of a 100 foot wide Florida Power Corporation Easement, as recorded in Deed Book 1514, page 7, public records of Pinellas County, Florida, a distance of 791.81 feet; thence S. 45 degrees 04'35"W., along the northwesterly right-of-way line of Gandy Boulevard - State Road 600 a distance of 667.72 feet to the point of beginning.

✓ AFTER RECORDING RETURN TO:
Robert A. Sebesta, President
Gateway Centre Property Owners Association
3101 Gandy Boulevard
Pinellas Park, Florida 33782

THIS INSTRUMENT AMENDS CERTAIN
TERMS OF THE INSTRUMENT RECORDED
UNDER O.R. BOOK 6391, PAGE 411, OF
THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA

12
ACCT #
CHG AMT
CK AMT
REC 55.50
DS DR219
DS
INT
FEES
MTF
P/C 36.1
REV
TOTAL 92.50

WAR 2 3 2002
KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

20185588 03-19-2002 12:07:13 JAG
51 AGR-GATEWAY CENTRE
006538
IH:02103810 BK:11896 SPG:1994 EPG:2005
RECORDING 012 PAGES 1 \$55.50
OFFICIAL COPIES 5 \$36.00
CERTIFICATION 6 \$1.00

TOTAL: \$92.50
CHECK AMT. TENDERED: \$92.50
CHANGE: \$.00
BY _____ DEPUTY CLERK

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GATEWAY CENTRE (this "Third Amendment") is made and executed effective as of this 18th day of March, 2002, by **EFO LAND, L.P.**, a Delaware limited partnership (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 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 ("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, and (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 Declarant (the Original Declaration, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Declaration").

C. By Warranty Deed (the "Deed") dated of even date with this Third Amendment from Declarant as grantor to the United States of America ("United States") as grantee, the United States has become the owner of that certain parcel of land described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Subject Tract"), constituting a portion of Gateway Centre and being subject to the terms and provisions of the Declaration.

D. In connection with its acquisition of title to the Subject Tract, the United States has required certain amendments and modifications to the terms of the Declaration. Because of the unique sovereign identity of the United States as a buyer of the Subject Tract and its contemplated use of the Subject Tract, Declarant, who is entitled to cast at least seventy-five percent (75%) of the outstanding voting rights of the Gateway Centre Property Owners Association ("Association"), desires to amend the Declaration as provided herein.

02-103810 MAR-19-2002 12:07PM
PINELLAS CO BK 11896 PG 1994

E. The Board of Directors of Gateway Centre Property Owners Association desires to consent to and approve the terms and provisions of this Third Amendment.

AGREEMENT

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

1. **Blanket Easements Under Sections 2.4 and 2.5 of the Original Declaration.** Because of security concerns relating to the intended use by the United States of the Subject Tract, the United States has required that Declarant and the Association relinquish their respective rights under the Declaration to convey or to utilize certain so-called "blanket" easements affecting the Subject Tract. Accordingly, all right, title and interest of certain Declarant and the Association in and to any "blanket" easements affecting the Subject Tract that are created under Sections 2.4 or 2.5 of the Declaration in favor of the Developer and the Association are hereby waived, abandoned and relinquished by Declarant and the Association in favor of and to the United States. This Section 1 will have no force nor effect with respect to (a) any easements or other property rights affecting or appurtenant to the Subject Tract created by means other than under Sections 2.4 or 2.5 of the Original Declaration (whether created prior to or subsequent to the date hereof), or (b) any land located in Gateway Centre other than the Subject Tract.

2. **Certain Rights of Enforcement.**

(a) **Certain Rights of Enforcement in Favor of the City.** Because of the unique sovereign identity of the United States as the owner of the Subject Tract, the City hereby waives, abandons and relinquishes its right to enforce and cause the enforcement of the terms and provisions of the Declaration and the Development Regulations (hereinafter defined) with respect to the Subject Tract (and only with respect to the Subject Tract), including, without limitation, those rights granted in favor of the City under Sections 3.8, 4.8(f), 8.1(i) and 10.2 of the Declaration. As used hereunder, the term "Development Regulations" collectively means the following: (a) Ordinance No. 1617 of the City of Pinellas Park, Florida, dated approved July 23, 1985, as amended, (b) Ordinance No. 1662 of the City of Pinellas Park, Florida, dated approved November 6, 1985, as amended, (c) Section 18-1506.18 of the Zoning Code of the City of Pinellas Park, Florida, as amended, and (d) Ordinance Nos. 2109, 2217, 2230, 2245 and 2885 of the City of Pinellas Park, Florida, each as amended.

(b) **Waiver of Certain Lien Rights.** Because of the unique sovereign identity of the United States as the owner of the Subject Tract, Declarant and the Association hereby waive, abandon and relinquish all right, title, interest, authority and power they may possess under Section 4.8 of the Declaration to obtain a lien against the Subject Tract for non-payment of assessments levied against the Subject Tract. The foregoing waiver does not in any manner impede, limit or prejudice any other rights or remedies Declarant or the Association may have by contract, at law or in equity in connection with the non-payment of any assessments levied against the Subject Tract under Section 4.8 of the Declaration.

(c) **Condition of Improvements on the Subject Tract.** Because of the unique sovereign identity of the United States as the owner of the Subject Tract, (i) the duty to enter and the right of entry onto the Subject Tract created under Section 6.1 of the Declaration in favor of Declarant and/or the Association in connection with any failure

by the United States under Section 6.1(a) - (n) of the Declaration are hereby deleted from the Declaration with respect to the Subject Tract (and only with respect to the Subject Tract) and (ii) Declarant and the Association hereby waive, abandon and relinquish all right, title, interest, authority and power they may possess under Section 6.1 of the Declaration to obtain a lien against the Subject Tract for reimbursement of costs incurred by Declarant or the Association in connection with the repair of improvements on the Subject Tract undertaken by Declarant or the Association. The foregoing waiver does not in any manner limit or reduce the obligation of the owner of the Subject Tract to comply with and satisfy the obligations and requirements under Section 6.1(a) - (n) of the Declaration with respect to the Subject Tract.

3. **Annual Assessments Applicable to the Subject Tract.** The Association acknowledges that the United States will not be required to pay any of the annual assessments levied on the Subject Tract under the Declaration from the date hereof and through and including December 31, 2006, and Declarant will be liable for the payment to the Association of such annual assessments during the stated period of time. Subject to the limitations set forth herein, the United States will be responsible for the payment of all assessments levied on the Subject Tract under the Declaration for the period commencing on January 1, 2007 and continuing thereafter. Pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341 *et. seq.* (Limitation on Expending and Obligor Amounts), the obligations of the United States to pay such assessments is, however, subject to and will not exceed the amount of applicable legislative appropriations for same and nothing herein will be construed as implying that the Congress of the United States will in the future appropriate funds sufficient to cover such payment obligations. In any event, Declarant will have no responsibility or obligation for the payment of any assessments levied after January 1, 2007.

4. **Insurance Requirements for the Subject Tract; Casualty Damage and Reconstruction.** The liability and property insurance requirements imposed on the United States as the owner of the Subject Tract under Section 6.3 of the Declaration are hereby waived with respect to the Subject Tract so long as the United States continues to be the owner of the Subject Tract. Because of the unique sovereign identity of the United States as the owner of the Subject Tract, the requirement under Section 6.3 of the Declaration that the United States promptly clear all debris resulting from a casualty and then rebuild or repair the damaged improvements is hereby deleted and replaced with the obligation that the United States either (i) promptly clear all debris resulting from a casualty or, alternatively, (ii) promptly rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, as amended by this Third Amendment. Pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341 *et. seq.* (Limitation on Expending and Obligor Amounts), the obligations of the United States to pay such clearing or reconstruction costs is, however, subject to and will not exceed the amount of applicable legislative appropriations for same and nothing herein will be construed as implying that the Congress of the United States will in the future appropriate funds sufficient to cover such payment obligations. The election between items (i) and (ii) of this Section 4 will be made in the sole discretion of the owner of the Subject Tract. If the United States should decide to rebuild damaged improvements, the United States agrees that such rebuilding shall proceed in accordance with Section 6.3 of the Declaration.

5. **Additional Uses Permitted on the Subject Tract.** In order to accommodate the requirements of the United States regarding its proposed improvements and operations on the Subject Tract, the Design Criteria of the Declaration are hereby modified such that the Design Criteria and the Declaration authorize, permit and allow the Additional Permitted Uses on the Subject Tract (and only on the Subject Tract). Notwithstanding the foregoing, the use of the Subject Tract and the improvements constructed thereon must otherwise comply with all requirements, limitations, restrictions and provisions of the Declaration unless specifically and expressly amended and modified hereunder with respect to the Subject Tract. As used hereunder, the term "Additional Permitted Uses" means the use and/or

development of the Subject Tract for the following uses, in addition to those uses for the Subject Tract permitted under the Declaration prior to the amendment thereof by this Third Amendment: (a) the development, construction, operation, use, maintenance and ownership of an Armed Forces Reserve Center providing integrated training and support facilities for assigned United States of America Army Reserve and Florida National Guard units, including, without limitation (i) a Readiness Center Building of approximately 226,979 square feet in area, (ii) an unheated storage facility of approximately 7,200 square feet in area, (iii) a flammable material storage building of approximately 400 square feet in area, (iv) a deployable medical system site of approximately 80,000 square feet in area, (v) rigid paving of approximately 295,290 square feet in area, (vi) flexible paving of approximately 544,176 square feet in area, (vii) sidewalks of approximately 1,800 square feet in area, (viii) a vehicle fueling island, (ix) a vehicle wash platform, and (x) paved or concrete interior access roads on the Subject Tract, (b) the indoor storage and use of explosives, flammable materials, medical supplies, medical equipment, fuel and firearms in a manner typically and customarily made by the United States of America for such a facility, and (c) the construction, use, maintenance and ownership of chain-link dark polyvinyl-coated fencing and/or a decorative wall located around the perimeter of the Subject Tract inside the applicable landscape buffer area. Such permitted fencing does not, however, include barbed wire, razor wire or similar protective fencing or obstructions. Further, such permitted fencing shall not be configured to unreasonably prevent access by Developer or the Association to the Subject Tract as otherwise permitted under the Declaration, subject to typical security measures and access controls as are ordinarily employed by the United States at such a facility.

6. **Approval by Architectural Control Committee.** Notwithstanding the provisions of Section 5 hereof, the requirements of Article V of the Declaration regarding the review and approval of the plans, specifications and architectural drawings for the construction on and development and improvement of the Subject Tract remain applicable to the Subject Tract, except as expressly modified hereby.

7. **Employee Reporting with Respect to the Subject Tract.** The provisions of Section 7.8 of the Declaration are hereby waived with respect to the Subject Tract, so long as the United States continues to be the owner of the Subject Tract.

8. **Enforcement.** Section 10.2 of the Declaration is hereby amended and modified with respect to the Subject Tract (and only with respect to the Subject Tract) by deleting the following language from the end of the first sentence of such section:

"or against the land to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein."

9. **Term of this Third Amendment.** This Third Amendment will terminate upon the earlier to occur of (a) the date on which the United States of America, or the State of Florida as a successor owner of the Subject Tract, no longer holds fee title to the Subject Tract, and (b) the date on which the United States of America, or the State of Florida as a successor owner of the Subject Tract, ceases to use and operate the Subject Tract for public or governmental purposes.

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

11. **Capitalized Terms.** All capitalized terms used but not specifically defined in this Third Amendment will have the meanings set forth in the Declaration for such term.
12. **Variances.** The Association hereby approves the items set forth on Exhibit "B" attached hereto as variances to the Design Criteria set forth in the Declaration.

[the balance of this page was left intentionally blank]

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

Signed, sealed and delivered in the presence
of:

DECLARANT:
EFO LAND, L.P.,
a Delaware limited partnership

Witness Signature: [Signature]
Print Name: Jay M. Thompson

By: EFO Land GenPar, LLC
its General Partner

Witness Signature: [Signature]
Print Name: Deborah Case

By: [Signature]
Name: Richard C. Decker
Title: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 8th day of March, 2002,
by Richard C. Decker, the President of EFO Land GenPar,
LLC, as General Partner of EFO LAND, L.P., a Delaware limited partnership, on behalf of said
partnership. Said officer is personally known to me or produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF TEXAS

[Signature]
Print Name: Carrie L. Putnam
Commission No.:
Expiration Date: 7-10-04



(SEAL)

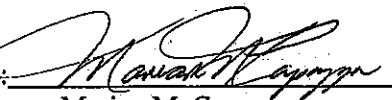
H:\CDC\Commercial\GATEWAY\National Guard Sale\CCR Amendment v4 (JT).doc

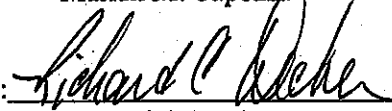
CONSENT OF BOARD OF DIRECTORS

The Board of Directors of Gateway Centre Property Owners Association hereby consents to and approves the terms and provisions of this Third 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**

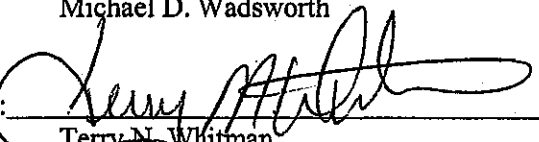
Executing solely in their representative capacities and
not in their individual capacities:

By: 
Marian M. Capozza

By: 
Richard C. Decker

By: 
Robert A. Sebesta

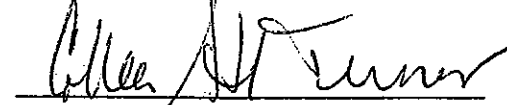
By: 
Michael D. Wadsworth

By: 
Terry N. Whitman

STATE OF FLORIDA §
 §
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me this 18 day of March, 2002, by Marian M. Capozza and Robert A. Sebesta, collectively as members of the Board of Directors of the GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, on behalf of said association. Said board members are personally known to me or each produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF FLORIDA



Print Name: _____
Commission No.: _____
Expiration Date: _____

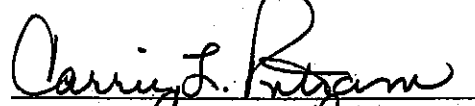
COLLEEN STEWART TURNER
Notary Public, State of Florida
My comm. exp. Oct. 16, 2004
Comm. No. CC 975619

(SEAL)

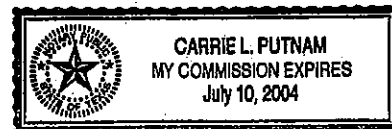
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 8th day of March, 2002, by Richard C. Decker, Michael D. Wadsworth and Terry N. Whitman, collectively as members of the Board of Directors of the GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, on behalf of said association. Said board members are personally known to me or each produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF TEXAS



Print Name: Carrie L. Putnam
Commission No.: _____
Expiration Date: 7-10-04



(SEAL)

EXHIBIT "A"

Subject Tract

(The legal description of the Subject Tract follows this cover page.)

Exhibit "A"

All of Parcel 8 of the plat of "GATEWAY CENTRE BUSINESS PARK" as recorded in Plat Book 97, Pages 1 through 13 of the Public Records of Pinellas County, Florida.

LESS AND EXCEPT:

BEGIN at the Southwest corner of said Parcel 8, said point being on the East right-of-way line of Gateway Centre Parkway, as shown on said plat of "GATEWAY CENTRE BUSINESS PARK"; thence along said East right-of-way line the following two (2) courses; (1) N 23°53' 15"W, 186.08 feet to the point of curvature of a curve concave to the Northeast; (2) thence northwesterly along the arc of said curve having for its elements a radius of 1,382.41 feet, a central angle of 15°54'59", an arc length of 384.02 feet and a chord bearing and distance of N 15°55'45"W, 382.79 feet; thence N 84°59'11"E, 59.57 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve having for its elements a radius of 50.00 feet, a central angle of 52°13'55", an arc length of 45.58 feet and a chord bearing and distance of N 58°52'12"E, 44.02 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve having for its elements a radius of 50.77 feet, a central angle of 31°19'57", an arc length of 27.76 feet and a chord bearing and distance of N 48°25'16"E, 27.42 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve having for its elements a radius of 100.00 feet, a central angle of 22°03'21", an arc length of 38.49 feet and a chord bearing and distance of N 53°03'33"E, 38.26 feet to a point of tangency; thence N 42°01'52"E for 100.18 feet to a point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve having for its elements a radius of 75.00 feet, a central angle of 25°44'13", an arc length of 33.69 feet and a chord bearing and distance of N 54°53'59" E, 33.41 feet to a point of compound curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve having for its elements a radius of 166.90 feet, a central angle of 79°43'22", an arc length of 232.23 feet and a chord bearing and distance of S 72°22'14" E, 213.94 feet to a point of tangency; thence S 32°30' 33"E for 14.49 feet to a point of curvature of a curve concave to the West; thence southerly along the arc of said curve having for its elements a radius of 100.00 feet, a central angle of 38°39'42", an arc length of 67.48 feet and a chord bearing and distance of S 13°10'42"E, 66.20 feet to a point of tangency; thence S 06°09'10"W for 4.08 feet to a point of curvature of a curve concave to the East; thence southeasterly along the arc of said curve having for its elements a radius of 195.62 feet, a central angle of 27°37'37", an arc length of 94.32 feet and a chord bearing and distance of S 07°39'39"E, 93.41 feet to a point of compound curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having for its elements a radius of 50.00 feet, a central angle of 34°53'08", an arc length of 30.44 feet and a chord bearing and distance of S 38°55'01"E, 29.98 feet to a point of reverse curvature of a curve concave to the West; thence southeasterly along the arc of, said curve having for its elements a radius of 31.50 feet, a central angle of 78°51'10", an arc length of 43.35 feet and a chord bearing and distance of S 16°56'13"E, 40.01 feet to a point of tangency;

thence S 22°29'21"W for 51.21 feet to a point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having for its elements a radius of 40.55 feet, a central angle of 65°26'35", an arc length of 46.32 feet and a chord bearing and distance of S 10°13'57"E, 43.84 feet to a point of tangency; thence S 42°57'14"E for 119.86 feet to a point on the northerly right-of-way line of Grand Avenue, as shown on said plat of "GATEWAY CENTRE BUSINESS PARK"; thence along said northerly right-of-way line the following three (3) courses; (1) S 47°02'48"W for 36.43 feet to a point of curvature of a curve concave to the Northwest; (2) southwesterly along the arc of said curve having for its elements a radius of 1,382.41 feet, a central angle of 15°41'44", an arc length of 378.70 feet and a chord bearing and distance of S 53°57'36"W, 377.51 feet to a point of compound curvature of a curve concave to the Northeast; (3) northwesterly along the arc of said curve having for its elements a radius of 50.00 feet, a central angle of 94°17'57", an arc length of 82.29 feet and a chord bearing and distance of N 71°02'31"W, 73.31 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Variances

The requirement that "Each parking bay shall have no more than ten (10) contiguous parking spaces without island" is waived so long as the improvements are constructed in accordance with plans approved by the Architectural Control Committee.

THIS INSTRUMENT AMENDS CERTAIN
TERMS OF THE INSTRUMENT RECORDED
UNDER O.R. BOOK 6391, PAGE 411, OF
THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA

AFTER RECORDING RETURN TO:
GATEWAY CENTRE POA
ATTN: ROBERT A. SEBESTA
3101 GANDY BLVD
PINELLAS PARK, FL 33782

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

2
24.00
THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR GATEWAY CENTRE (this "Fourth Amendment") is made and executed
effective as of this 24th day of June, 2003, by CENTEX LAND HOLDINGS, L.P., a Delaware limited
partnership formerly known as EFO LAND, L.P. (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 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, 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 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 Declarant, and (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 Declarant (the Original Declaration, as amended by the First Amendment, Second
Amendment, and Third Amendment, being hereinafter referred to as the "Declaration").

C. Declarant, who is entitled to cast at least seventy-five (75%) of the outstanding voting
rights of the Gateway Centre Property Owners Association ("Association"), desires to amend the
Declaration as provided herein.

D. The Board of Directors of Gateway Centre Property Owners Association desires to
consent to and approve the terms and provisions of this Fourth Amendment.

AGREEMENT

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

1. Additional Uses Permitted. Subject to the terms and conditions set forth herein, the
Declaration is hereby modified to permit the construction and operation of one or more automobile
dealerships upon the land in Gateway Centre described on Exhibit "A" attached hereto and made a part
hereof for all purposes (the "Subject Tract"). Without limitation of the foregoing, the following activities
will be permitted on the Subject Tract: the sale of new and used automobiles; the sale of automobile parts

and accessories; the operation of a full-service automotive repair shop; and such other ancillary uses that are normally associated with the operation of an automobile dealership. The terms of this Fourth Amendment will supersede any specific prohibitions against the foregoing uses that may be contained in the Declaration or in the exhibits attached thereto (including, without limitation, the prohibitions against motor vehicle dealers and automotive repair shops contained in Exhibit "G" attached to the Declaration). However, the use of the Subject Tract and the improvements constructed thereon must otherwise comply with all requirements, limitations, restrictions and provisions of the Declaration (such as, without limitation, the requirements of Article V of the Declaration regarding the review and approval of the plans, specifications and architectural drawings for the construction on and development and improvement of the Subject Tract). Additionally, this Fourth Amendment shall in no way relieve any owner of the Subject Tract from obtaining all necessary governmental permits and approvals and complying with all governmental regulations and requirements including, but not limited to, those of the City of Pinellas Park.

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

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

Signed, sealed and delivered in the presence
of:

DECLARANT:

CENTEX LAND HOLDINGS, L.P.,
a Delaware limited partnership,
(f/k/a EFO Land, L.P.)

Witness Signature: [Signature]

Print Name: J. E. FORD

By: Centex Land Holdings GenPar, LLC,
a Delaware limited liability company,
its General Partner (f/k/a EFO Land Genpar, LLC)

Witness Signature: [Signature]

Print Name: SUSAN ANDREW

By: [Signature]

Name: Robert A. Sebesta

Title: Vice President

STATE OF FLORIDA §
§
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me this 3rd day of July, 2003, by Robert A. Sebesta, the Vice President of Centex Land GenPar, LLC, as General Partner of CENTEX LAND HOLDINGS, L.P., a Delaware limited partnership, on behalf of said partnership. Said officer is personally known to me or produced a valid driver's license as identification.

NOTARY PUBLIC - STATE OF FLORIDA

[Signature]
Print Name: Susan Andrew
Commission No.: DD 025467
Expiration Date: MAY 14, 2005
(SEAL)

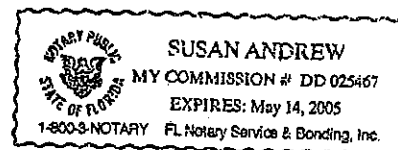


EXHIBIT "A"

Subject Tract

LEGAL DESCRIPTION:

A PORTION OF PARCEL 5, GATEWAY CENTRE BUSINESS PARK, 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 MOST SOUTHERLY CORNER OF PARCEL 5, GATEWAY CENTRE BUSINESS PARK, AS RECORDED IN PLAT BOOK 97, PAGES 1 THROUGH 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 45° 04' 35" E. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GANDY BOULEVARD - STATE ROAD 600, A DISTANCE OF 667.72 FEET TO THE POINT OF BEGINNING;

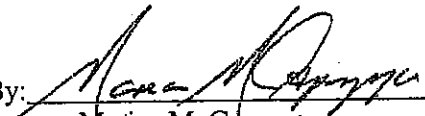
THENCE N 28° 28' 14" W. ALONG THE NORTHEASTERLY BOUNDARY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT, AS RECORDED IN DEED BOOK 1514, PAGE 7, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 791.81 FEET; THENCE S. 80° 26' 18" E. ALONG THE SOUTHERLY BOUNDARY OF A 50 FOOT WIDE DRAINAGE EASEMENT, AS RECORDED IN DEED BOOK 1319, PAGE 199, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 228.48 FEET; THENCE S. 44° 26' 18" E. A DISTANCE OF 573.44 FEET; THENCE S 45° 04' 35" W. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GANDY BOULEVARD - STATE ROAD 600, A DISTANCE OF 352.13 FEET TO THE POINT OF BEGINNING.

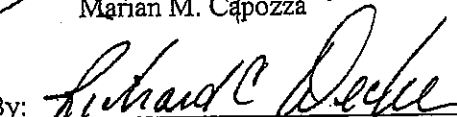
CONSENT OF BOARD OF DIRECTORS

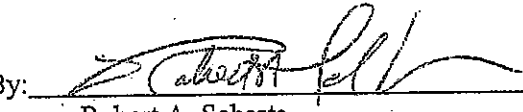
The Board of Directors of Gateway Centre Property Owners Association hereby consents to and approves the terms and provisions of this Fourth Amendment, such consent and approval being granted in satisfaction of any applicable requirements of the Declaration.

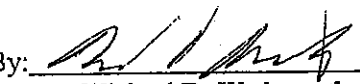
BOARD OF DIRECTORS OF GATEWAY CENTER
PROPERTY OWNERS ASSOCIATION

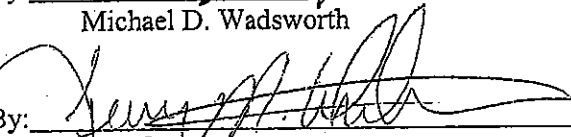
Executing solely in their representative capacities and
not in their individual capacities:

By: 
Marian M. Capozza

By: 
Richard C. Decker

By: 
Robert A. Sebesta


By: 
Michael D. Wadsworth

By: 
Terry N. Whitman

[Acknowledgements appear on following page.]

www.ck12.org

324

NOTARY PUBLIC

STATE OF FLORIDA

SUSAN ANDREW
MY COMMISSION # DD 025467
EXPIRES: May 14, 2005
1-800-2-NOTARY FL Notary Service & Bonding, Inc.


Susana Andrew
DD 025467
MAY 14, 2005

www

11⁹

Reborah Case

Deborah Case
10-21-04

 **DEBORAH CASE**
Notary Public, State of Texas
My Commission Expires
October 21, 2004

KARLEEN F. DE BLASER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA (727) 582-7777

9145457 07-15-2003 13:32:36 NON
51 03-10-1000 LAND HOLDINGS
000000
14:02:30469 BK:12899 SFG:0001 EFG:0000
RECORDING 005 PAGES 1 \$24.00

TOTAL: \$24.00
CHECK AMT. TENDERED: \$24.00
CHANGE: \$.00
BY DEPUTY CLERK

This instrument prepared by and return to
Carole T. Kirkwood
GCL, LLC
9741 International Court
St. Petersburg, FL 33716

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

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY CENTRE ("Fifth Amendment") is made and executed effective as of this 17th day of March, 2008, by GLC, LLC, a Delaware limited liability company (together with its successors and assigns, "Declarant").

A. The Gateway Centre is a development of regional impact which was approved by the City of Pinellas Park ("City") pursuant to Ordinance No. 1617, as amended by Ordinance No. 1662 (the "First Amendment"), as amended by Ordinance No. 2109 (the "Second Amendment"), as amended by Ordinance No. 2230 (the "Third Amendment"), as amended by Ordinance No. 2250 (the "Fourth Amendment"), as amended by Ordinance No. 2885 (the "Fifth Amendment") (cumulatively, the "Development Order").

B. 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, (the "Previous Declarant"), as predecessor in interest to Declarant, 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.

C. The Original Declaration is attached as an exhibit to the Development Order and made a part thereof.

D. 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, and (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, and (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, and (iii) 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 (the Original Declaration, as amended by the First, Second, Third and Fourth Amendments, being hereinafter referred to as the "Declaration").

E. Declarant, who is entitled to cast fifty and 29/100 percent (50.29%) of the outstanding voting rights of the Gateway Centre Property Association, Inc. (the "Association") and those additional Owners who have executed the Written Consent attached hereto, who are entitled to cast at least twenty-four and 71/100 percent (24.71%) of the outstanding voting rights of the Association, desire to amend the Declaration as provided herein, in accordance with Section 10.1 of the Declaration, which requires approval by Owners holding at least seventy-five percent (75%) of the voting interests of the Association.

F. The Board of Directors of Gateway Centre Property Owners Association desires to consent to and approve the terms and provisions of this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

- (1) Subparagraphs (a) and (b) of the paragraph entitled "Class B" within Section 3.3., Voting Rights, is hereby amended and restated to read as follows:
 - (a) Intentionally omitted.
 - (b) ten (10) years following the recording of this Fifth Amendment.
- (2) Invalidity of any term or provision of this Fifth Amendment by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.
- (3) Except as expressly amended hereby, the remaining terms and conditions of the Declaration shall remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

DECLARANT

GLC, LLC, a Delaware limited liability company

Witness Signature:

Print Name: DAVID M. KRAMER

Witness Signature:

Print Name: Kimberley M. Cigello

By:

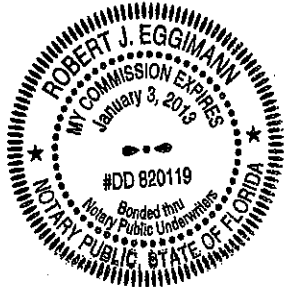
Name:

Title:

(SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of FEB, 2008, by GRADY PRIDGEN, the MANAGER of GLC, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as valid identification.



NOTARY PUBLIC - STATE OF FLORIDA

ROBERT J. EGGIMANN

Print Name:

Commission No.:

Expiration Date:

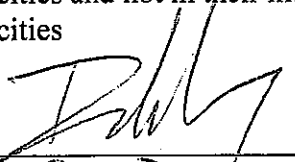
(SEAL)


CONSENT OF BOARD OF DIRECTORS

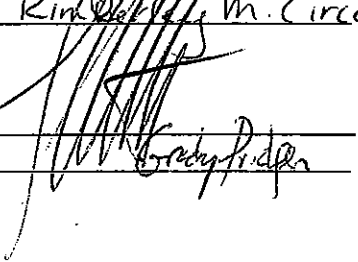
The Board of Directors of Gateway Centre Property Owners Association hereby consents to and approves the terms and provisions of this Fifth Amendment, such consent and approval being granted in satisfaction of any applicable requirements of the Declaration.

BOARD OF DIRECTORS OF GATEWAY
CENTRE PROPERTY OWNERS
ASSOCIATION

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

By: 
Printed Name: DAVID M. KRAMER

By: 
Printed Name: Kimberly M. Ciricello

By: 
Printed Name: Gaby P. de la Cruz

[Acknowledgements appear on following page.]

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of FEB, 2008, 9
by DAVID KRAMER, as a member of the Board of Directors of
the Gateway Centre Property Owners Association, a Florida not for profit corporation, on behalf
of said corporation, who is personally known to me or who has produced _____ as
valid identification.

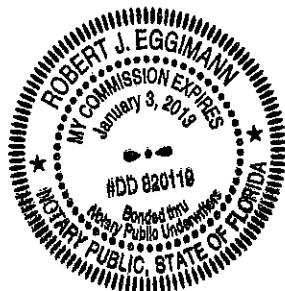


NOTARY PUBLIC - STATE OF FLORIDA

ROBERT J. EGGIMANN
Print Name:
Commission No.: _____
Expiration Date: _____
(SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of FEB, 2008, 9
by KIM CIRCELLO, as a member of the Board of Directors of
the Gateway Centre Property Owners Association, a Florida not for profit corporation, on behalf
of said corporation, who is personally known to me or who has produced _____ as
valid identification.

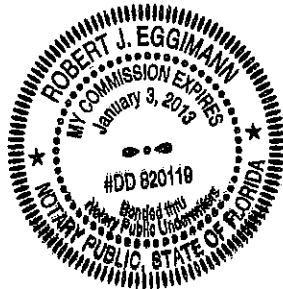


NOTARY PUBLIC - STATE OF FLORIDA

ROBERT J. EGGIMANN
Print Name:
Commission No.: _____
Expiration Date: _____
(SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of FEB, 2008, 9
by GRACE PROGEN, as a member of the Board of Directors of
the Gateway Centre Property Owners Association, a Florida not for profit corporation, on behalf
of said corporation, who is personally known to me or who has produced _____ as
valid identification.



NOTARY PUBLIC - STATE OF FLORIDA

ROBERT J. EGGIMANN
Print Name:
Commission No.: _____
Expiration Date: _____
(SEAL)

**WRITTEN CONSENT TO FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GATEWAY CENTRE**

This Written Consent to Fifth Amendment to Declaration of Covenants, and Restrictions for Gateway Centre ("Written Consent") is made this 17th day of March, 2008.

WHEREAS, the undersigned are the owners (the "Owners") of parcels of land subject to the Declaration of Covenants, Conditions and Restrictions for Gateway Centre recorded in O.R. Book 6391, Page 411, as amended in O.R. Book 7005, Page 355, O.R. Book 11887, Page 1132, O.R. Book 11896, Page 1994 and O.R. Book 12899, Page 1, of the Public Records of Pinellas County, Florida (collectively the "Declaration"),

WHEREAS, the Declaration provides for membership in the Gateway Centre Property Association, Inc., a Florida corporation not for profit (the "Association") for each owner under the Declaration,

WHEREAS, the total membership of the Association holds four hundred seventy six and 84/100 (476.84) total votes,

WHEREAS, GLC, LLC, the Developer, owns 47.3 acres of Commercial property, 75.34 acres of Industrial property, 34.64 acres of Office property, and 17.62 acres of Hotel property, resulting in 239.82 votes or 50.29 percent of the votes of the Association,

WHEREAS, the undersigned Owners are Members of the Association and pursuant to the Declaration are entitled to cast at least twenty-four and 71/100 percent (24.71%) of the vote(s) of the Association,

WHEREAS, as Members of the Association, the undersigned Owners believe it is in the best interest of the Association that the Declaration be further amended as set forth in the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "Fifth Amendment"), to which this Written Consent is attached, and

WHEREAS, the undersigned Owners hereby consent to, approve, direct and authorize the Association to carry out and effectuate the objectives of the Fifth Amendment.

NOW THEREFORE, the undersigned Owners hereby consent to and approve the Fifth Amendment and authorize the Association to take such action necessary or appropriate to effectuate the foregoing described amendment.

IN WITNESS WHEREOF, this Written Consent to Fifth Amendment of Declaration of Covenants, Conditions and Restrictions for Gateway Centre is executed as of the day written below.

OWNER

Signed, sealed and delivered
in the presence of:

Gateway Business Centre, Ltd. A Florida
Limited Partnership

Margie Fleeman
Print Name: MARGIE FLEEMAN

By: Jerome Fleeman
Print Name: Jerome Fleeman
Its: _____

[Signature]
Print Name: Elizabeth Rogers

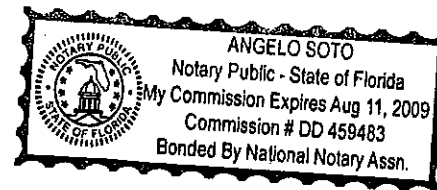
(SEAL)
_____ 26.45 _____ acreage
_____ Light Industrial _____ use
_____ 26.45 _____ number of votes in
Association
_____ 5.55% _____ percent of the votes of the
Association
R.E. Tax ID
#22/30/16/30374/000/0900 and
22/30/16/30374/000/0905

ACKNOWLEDGMENT

STATE OF Fla
COUNTY OF Miami Dade

The foregoing instrument was executed before me the undersigned authority on
this the 20 day of Oct, 2008, by Jerome Fleeman
of _____, a _____ corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.

Notary Public - State of Fla
Print Name: [Signature]
My commission expires: _____



Signed, sealed and delivered
in the presence of:

Print Name: DAVID M. KRAMER

Print Name: Grady J. J. J.

OWNER

SD-Gandy, LLC

By: [Signature]

Print Name: Michael Eskidsen

Its: _____

(SEAL)

6.95 acreage

Light Industrial use

6.95 number of votes in

Association

1.72 percent of the votes of the

Association

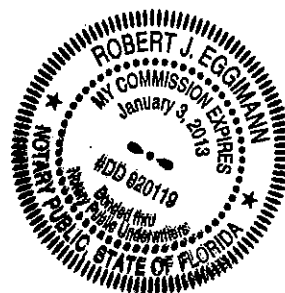
R.E. Tax ID

22/30/16/30374/000/1100

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was executed before me the undersigned authority on
this the 15 day of OCT, 2008, by MICHAEL ESKIDSEN,
of _____, a _____ corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.



Notary Public - State of FL
Print Name: ROBERT J. EGGIMANN
My commission expires: 1/3/2013

Signed, sealed and delivered
in the presence of:

Dayphne A. Fletcher
Print Name: Dayphne A. Fletcher

R. Schwerdtfeger
Print Name: R. Schwerdtfeger

OWNER

United States of America

By: Jesse D. Kinghorn, Jr.
Print Name: JESSE D. KINGHORN, JR.
Its: DIRECTOR OF FINANCIAL MGMT, DMA
(SEAL)

58.41 acreage
Office use
58.41 number of votes in

Association
12.25 percent of the votes of the
Association

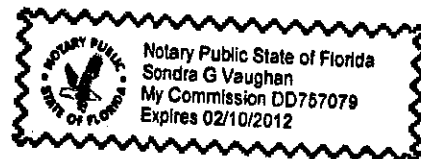
R.E. Tax ID
22/30/16/30374/000/0800

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was executed before me the undersigned authority on
this the 6 day of NOVEMBER 2008, by JESSE D. KINGHORN, JR., DIRECTOR OF FIN MGMT
of DEPT OF MILITARY AFFAIRS corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.

Notary Public - State of FLORIDA
Print Name: SONDRA G. VAUGHAN
My commission expires: 02/10/2012



Signed, sealed and delivered
in the presence of:

Patricia A. Cloughsey
Print Name: PATRICIA A. CLOUGHSEY

KE'S JORDAN
Print Name: KE'S JORDAN

OWNER

LA SALLE REALTY

By: Richard D. Dimmitt
Print Name: Richard Dimmitt
Its: CEO
(SEAL)

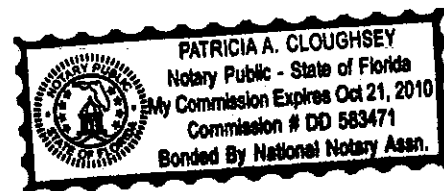
3.95 acreage
Commercial use
7.90 number of votes
in Association
1.66 percent of the votes of the
Association
R.E. Tax ID#
22/30/16/30374/000/0504

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLA

The foregoing instrument was executed before me the undersigned authority on
this the 16 day of FEB, 2008, by RICHARD DIMMITT, CEO
of LA SALLE REALTY, a _____ corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.

Notary Public - State of FLORIDA
Print Name: _____
My commission expires: _____



Signed, sealed and delivered
in the presence of:

Patricia A. Cloughsey
Print Name: PATRICIA A. CLOUGHSEY

KE'S JORDAN
Print Name: KE'S JORDAN

OWNER

LA SALLE REALTY

By: Richard Dimmitt
Print Name: Richard Dimmitt
Its: CEO

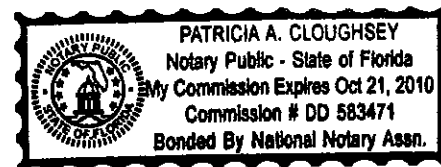
(SEAL)
7.01 acreage
Commercial use
14.02 number of
votes in Association
2.94 percent of the votes of the
Association
R.E. Tax ID
#22/30/16/30374/000/0503

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was executed before me the undersigned authority on
this the 16 day of FEB, 2008, by RICHARD DIMMITT, CEO
of LA SALLE REALTY a _____ corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.

Notary Public - State of FLORIDA
Print Name: _____
My commission expires: _____



Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: DAVID M KRAMER

[Signature]
Print Name: STEVEN KUCIAN

OWNER

GCL, LLC, a Delaware Limited Liability
Company

By: [Signature]
Print Name: Grady Pridgen
Its: _____

(SEAL)
_____ 174.90 _____ acreage
_____ Light Industrial, Office, Hotel and
_____ Commercial use
_____ 239.82 _____ number of votes in Association
_____ 50.29 _____ percent of the votes of the
Association
R.E. Tax ID # _____

22/30/16/30374/000/0502 22/30/16/30374/000/0200
22/30/16/30374/000/0500 22/30/16/30374/000/0400

22/30/16/30374/000/0100 22/30/16/30374/000/0402

22/30/16/18705/000/0030 22/30/16/30374/000/0401

22/30/16/30374/000/0301 22/30/16/30374/000/0501

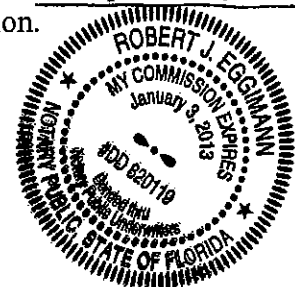
22/30/16/30374/000/0208 22/30/16/30374/000/0600

22/30/16/30374/000/0202 22/30/16/30374/000/0601
22/30/16/30374/000/0207 22/30/16/30374/000/0801
22/30/16/30374/000/0901

ACKNOWLEDGMENT

STATE OF FL
COUNTY OF Pinellas

The foregoing instrument was executed before me the undersigned authority on
this the 18 day of Nov, 2008, by GRADY C. PRIDGEN, III, Gen Manager
of GCL, LLC, a FL corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.



Notary Public - State of FL
Print Name: ROBERT J. EGGIMANN
My commission expires: 1/3/2013

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: DAVID W. KRAMER

[Signature]
Print Name: STEVEN KURCAN

OWNER

Tyler-Davis, Inc., a Florida Corporation

By: [Signature]

Print Name: Grady Bridgen

Its: _____

(SEAL)

2.50 acreage

Light Industrial use

2.50 number of votes

in Association

0.52 percent of the votes of the

Association

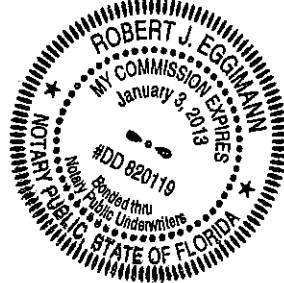
R.E. Tax ID#

22/30/16/30374/000/0906

ACKNOWLEDGMENT

STATE OF FL
COUNTY OF PINELAS

The foregoing instrument was executed before me the undersigned authority on
this the 1 day of Sept, 2008, by Grady C. Bridgen, III, PRESIDENT
of TYLER DAVIS, INC., a FL corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.



Notary Public - State of FL
Print Name: ROBERT J. EGGMANN
My commission expires:

1/3/2013

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: DAVID M. KRAMER

[Signature]
Print Name: STEVEN KURCAN

OWNER

Oak Street Development of Pinellas, LLC, a
Delaware Limited Liability Company

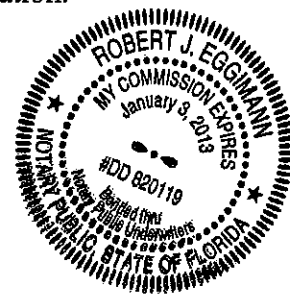
By: [Signature]
Print Name: Grady Pridgen
Its: _____

(SEAL)
_____ 18.60 _____ acreage
_____ Light Industrial _____ use
_____ 18.60 _____ number of votes
in Association
_____ 3.90 percent of the votes of the
Association
R.E. Tax ID#
22/30/16/30374/000/1002

ACKNOWLEDGMENT

STATE OF FL
COUNTY OF PINELLAS

The foregoing instrument was executed before me the undersigned authority on
this the 19 day of Nov, 2008, by Grady C. Pridgen, III, MANAGER
of OCL, LLC, a FL corporation, on behalf of the
corporation. He is personally known to me or produced _____ as
identification.



Notary Public - State of FL
Print Name: ROBERT J. EGGEMANN
My commission expires: 1/13/2013