

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

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GATEWAY CENTRE (this "**Eighth Amendment**") is made and executed effective as of this 18th day of OCTOBER, 2012, by HARDY HUNTLEY - GATEWAY, 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 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. 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, 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 (iv) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Fourth Amendment**") dated July 15, 2003, recorded in O.R. Book 12899, Page 1 of the Public Records of Pinellas County, Florida, by Declarant and (v) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Fifth Amendment**") dated March 17, 2009, recorded in O.R. Book 16524, Page 2355 of the Public Records of Pinellas County, Florida, by Declarant and (vi) Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Sixth Amendment**") dated January 27<sup>th</sup>, 2011, recorded in O.R. Book 1276, Page 966 of the Public Records of Pinellas County, Florida, by Declarant and (vii) Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Gateway Centre (the "**Seventh Amendment**") dated August 26, 2011, recorded in O.R. Book 17358, Page 1126 of the Public Records of Pinellas County, Florida, by Declarant (the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh 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 it applies only to the property described in Attachment "A" of this Eighth Amendment (hereinafter referred to as the "**Property**"), 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 Eighth 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. **Section 1.14 and Section 1.15: Restricted Development Area and Restricted Use Area.** Declarant hereby amends Section 1.14 and 1.15 to exclude the Property entirely from the application of all or any part of Sections 1.14 and 1.15 to the Property and any references to the Restricted Development Area or the Restricted Use Area in the Declaration or Design Criteria shall therefore not apply to the Property.

2. **Section 2.4 and 2.5: Easements for Utilities and Drainage and Developer and Association Easement.** Declarant hereby relinquishes and terminates all respective rights under the Section 2.4 and 2.5 of the Declaration to convey or to utilize any certain "blanket easements" as well as any "easements for access" affecting the Property. Easements for utilities and drainage shall be expressly limited to those areas where such easements currently exist, as depicted in the ALTA boundary survey, performed by George F. Young Surveyors on April 11, 2012, bearing Job Number 11000703TS (the "Survey"). Accordingly, all current or future right, title and interest of the Declarant and the Association in and to any "blanket easements" as well as any recorded or unrecorded "easement-for access" affecting the Property are hereby forever waived, terminated, abandoned and relinquished by the Declarant and the Association. Furthermore, the Declarant and the Association collectively agree that they shall not attempt to create or enforce any additional easement areas other than those current easements shown on the Survey.

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

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

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

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

6. **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.

7. **Section 8.1(d): Reservation of Rights by 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).

8. **Section IV of the Design Criteria. Building Requirements – Temporary Structures.** Declarant hereby amends this section to allow for the placement of temporary office trailers on the Property during construction, lease-up or sales activities relating to the Property.

9. **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.

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

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

11. **Section V of the Design Criteria. Site Standards – Circulation and Access.** 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 and parking areas may be assigned street names by the property owner.

12. **Section V of the Design Criteria. Site Standards - Building Setbacks on Local Streets.** Declarant hereby amends this section as it applies only to the Property as follows:

**Front Yard Setbacks:**

Along Grand Avenue:

Twenty feet (20') from Right-of-Way Line

Along Gateway Centre Parkway:

Forty-Five feet (45') from Back Existing of Curb

Along Gateway Boulevard:

Forty-Five feet (45') from Back of Existing Curb

**Side Yard Setback:**

Fifteen feet (15') from Side Lot Line

**Rear Yard Setback:**

Ten feet (10') from Rear Lot Line

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

13. **Section V of the Design Criteria. Site Standards - Height Restrictions.** Declarant hereby amends this section as it applies to the Property to allow for structures up to a height as approved by the City of Pinellas Park.

14. **Section V of the Design Criteria. Site Standards – Acceptable Plant Material.** The Acceptable Plant Material list shall be amended to include the additional species of plantings shown in Attachment “B”, attached hereto.

15. **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 two (2) permanent wall signs at each of the Property's two (2) entrances from Grande Avenue and Gateway Boulevard. In addition, Declarant hereby allows for the installation of one wall sign located at the each of the intersections of Gateway Boulevard/Gateway Centre Parkway and Gateway Centre Parkway/Grand Avenue. The entrance wall signs may consist of a combination of up to a eight foot (8') high wall, columns, fencing, sign panel area and landscaping features, each entrance sign shall be up to eight feet (8') in height (the "Entrance Signage").

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

- Signatures to Follow on Next Page -

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

Signed, sealed and delivered in the presence  
of:

Witness Signature:

Printed Name:

Cynthia A. Gilbert  
Cynthia Gilbert

Witness Signature:

Printed Name:

Peter E. Craghton  
Peter E. Craghton

DECLARANT:

HARDY HUNTLEY – GATEWAY, LLC, a  
Florida limited liability company

By:

Name:

Title:

Hardy H. Huntley  
Hardy H. Huntley  
Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Oct, 2012, by Hardy H. Huntley, Manager of HARDY HUNTLEY – GATEWAY, LLC, a Florida limited liability company, on behalf of said company. Said manager is personally known to me or produced a valid driver's license as identification.

NOTARY PUBLIC – STATE OF FLORIDA

Cynthia A. Gilbert  
Printed Name: Cynthia A. Gilbert  
Commission No. EE 041528  
Expiration Date: 3-11-15



**Attachment "A"****LEGAL DESCRIPTION:**

A parcel of land lying in Sections 22, 23, 26, and 27, Township 30 South, Range 16 East, Pinellas County, Florida being parts of Parcels 4 and 5 of GATEWAY CENTRE BUSINESS PARK as per the map or plat thereof recorded in Plat Book 97, Page 1 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of said Parcel 5; thence on the Westerly boundary of said Parcel 5 and the West boundary of said Section 26, North 00°21'32" East, a distance of 1182.40 feet to the POINT OF BEGINNING, said point being on the Southerly boundary of that certain easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence continue on the West boundary of said Section 26 and said Parcel 5, North 00°21'32" East, a distance of 33.90 feet to the Northwest corner of the Southwest 1/4 of said Section 26; thence continue on said West boundaries, North 00°21'32" East, a distance of 331.79 feet; thence departing said West boundary, the following seven (7) courses on the Southerly and Westerly boundaries of said Parcel 5: (1) North 89°43'55" West, a distance of 79.68 feet; (2) North 00°16'17" East, a distance of 40.00 feet; (3) North 00°21'03" East, a distance of 125.91 feet; (4) North 89°43'25" West, a distance of 99.53 feet; (5) North 00°20'04" East, a distance of 125.92 feet; (6) North 00°16'47" East, a distance of 40.00 feet; (7) North 89°42'56" West, a distance of 67.11 feet to a point on the Easterly boundary of that certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence on said Easterly boundary, North 28°28'14" West, a distance of 646.82 feet; thence North 00°15'38" East, a distance of 117.64 feet; thence on the Northeasterly boundary of that certain 15 foot wide Perimeter Wall Easement as described in Official Records Book 7591, Page 836 of the Public Records of Pinellas County, Florida, and the Southeasterly extension thereof, North 47°44'06" West, a distance of 110.15 feet; thence on the Northerly boundary of said 15 foot wide Perimeter Wall Easement, South 83°38'58" West, a distance of 21.81 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement; thence on said Easterly boundary, North 28°28'14" West, a distance of 339.14 feet to a point on the Easterly boundary of that certain 20 foot wide Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence the following six (6) courses on the Easterly boundaries of said certain easement: (1) North 27°40'03" East, a distance of 14.09 feet; (2) North 07°16'05" West, a distance of 66.82 feet; (3) North 31°54'10" West, a distance of 57.40 feet; (4) North 47°28'38" West, a distance of 54.53 feet; (5) North 33°47'59" West, a distance of 66.70 feet; (6) North 50°29'51" West, a distance of 22.60 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence North 28°28'14" West, a distance of 20.74 feet to a point on the Southeasterly boundary of said 20 foot wide

Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence on said Southeasterly boundary, North  $22^{\circ}11'57''$  East, a distance of 14.73 feet; thence on the Southeasterly boundary of said certain easement and the Northeasterly extension thereof, North  $49^{\circ}25'40''$  East, a distance of 103.19 feet to a point on the Southerly right-of-way line of Gateway Boulevard as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following seven (7) courses on said Southerly right-of-way line: (1) South  $78^{\circ}21'18''$  East, a distance of 294.73 feet to a point of curvature; (2) Easterly 383.35 feet along the arc of a curve to the left, said curve being concave Northerly, having a radius of 1949.88 feet, a central angle of  $11^{\circ}15'52''$ , and a chord bearing and distance of South  $83^{\circ}59'14''$  East, 382.73 feet to a point of tangency; (3) South  $89^{\circ}37'10''$  East, a distance of 209.08 feet to a point on the East boundary of said Section 22; (4) continue South  $89^{\circ}37'10''$  East, a distance of 9.52 feet; (5) South  $85^{\circ}48'19''$  East, a distance of 150.33 feet; (6) South  $89^{\circ}37'10''$  East, a distance of 237.61 feet to a point on a non-tangent curve; (7) Southeasterly 75.28 feet along the arc of a curve to the right, said curve being concave Southwesterly, having a radius of 50.00 feet, a central angle of  $86^{\circ}15'38''$ , and a chord bearing and distance of South  $46^{\circ}29'28''$  East, 68.37 feet to a point of reverse curvature, said point being on the Westerly right-of-way line of Gateway Centre Parkway as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following two (2) courses on said Westerly right-of-way line: (1) Southerly 531.08 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 1482.41 feet, a central angle of  $20^{\circ}31'35''$ , and a chord bearing and distance of South  $13^{\circ}37'28''$  East, 528.24 feet to a point of tangency; (2) South  $23^{\circ}53'15''$  East, a distance of 219.83 feet to a point on the Northerly boundary of that certain parcel of land conveyed to City of Pinellas Park by deed recorded in Official Records Book 17363, Page 405 of the Public Records of Pinellas County, Florida, also known as Grand Avenue; thence the following three (3) courses on the Northerly and Westerly boundaries of said certain parcel: (1) South  $66^{\circ}06'45''$  West, a distance of 161.16 feet to a point of curvature; (2) Southerly 1023.95 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 528.37 feet, a central angle of  $111^{\circ}02'10''$ , and a chord bearing and distance of South  $10^{\circ}35'40''$  West, 871.08 feet to a point of tangency; (3) South  $44^{\circ}55'25''$  East, a distance of 598.39 feet to a point on said Southerly boundary of that certain drainage easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence on the Southerly boundary of said easement, North  $80^{\circ}26'18''$  West, a distance of 796.84 feet to the POINT OF BEGINNING.

The above described parcel contains 39.006 acres more or less, or 1,699,101 square feet more or less.

**Attachment "B"****Additional Acceptable Planting Materials for the Property:****1. Street Trees:**

Quercus laurifolia	Laurel Oak
Quercus virginiana	Live Oak
Liquidamber styraciflua	Sweetgum
Magnolia grandiflora "DD Blanchard"	Southern Magnolia
Taxodium distichum	Bald Cypress

**2. Other Trees:**

Liquidamber styraciflua	Sweetgum
Magnolia grandiflora "DD Blanchard"	Southern Magnolia
Taxodium distichum	Bald Cypress
Cupressus sempervirens	Italian Cypress
Elaeocarpus decipiens	Japanese Blueberry
Ilex Cornuta "Bufordii"	Bufford Holly
Ilex x attenuata "Ease Palatka"	East Palatka Holly
Livistonia chinensis	Chinese Fan Palm
Phoenix dactylifera medjool	Date Palm
Phoenix roebelenii	Pygmy Date Palm
Washingtonia robusta	Washington Palm
Ulmas Parvifolia 'Allee'	Allee Elm
Juniperus Silicicola	Red Cedar
Ligustrum Japonica	Tree-Form Ligustrum
Livistona Decora	Ribbon Palm
Phoenix Sylvestris	Sylvester Palm

**3. Acceptable Hedge Plants:**

Cleyera Japonica	Cleyera
Hibiscus Rosa Sinensis	Red Hibiscus
Huncus Effusus	Soft Rush
Ilex cornuta "Burfordii"	Burford Holly
Ilex cornuta "Dwarf Burford"	Dwarf Burford Holly
Ilex cornuta "Neddlepoint Holly"	Neddlepoint Holly
Ilex cornuta "Rotunda"	Dwarf Chinese Holly
Ilex crenata "Compacta"	Compacta Holly
Ilex "Nelle Stevens"	Nelle Stevens Holly
Juniperus chinensis "Parsonii"	Wiltens Blue Rug Juniper
Nandina domestica	Nandina
Rhododendron "Red Ruffle"	Red Ruffle Azalea
Rhododendron Simsii "Formosa"	Formosa Azalea
Viburnum Odoratissimum "Awabuki"	Awabuki Viburnum



**4. Lawns:**

Argentine Bahia  
Zoysia 'Empire'

**5. Acceptable Ground Covers (exclusive of turfgrass):****Annuals**

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

**Annuals**

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

**6. Acceptable Shrubs for Use in All Landscape Areas:****Annuals**

Cleyera Japonica  
Galphimia gracillis  
Hibiscus Rosa Sinensis  
Huncus Effusus  
Ilex cornuta "Burfordii"  
Ilex cornuta "Dwarf Burford"  
Ilex cornuta "Neddlepoint Holly"  
Ilex cornuta "Rotunda"  
Ilex crenata "Compacta"  
Ilex "Nelle Stevens"  
Ilex Vomitoria  
Jasminum multiflorum  
Jasminum multiflorum  
Juniperus chinensis "Parsonii"  
Lantana montevidensis, gold  
Lantana montevidensis, purple  
Loropetalum chinsis "Ruby"  
Loropetalum chinsis "Burgundy"  
Miscanthus Sinensis "Gracillimus"  
Nandina domestica  
Philodendron selloum  
Philodendron selloum "Xanadu"  
Rhododendron "Red Ruffle"  
Rhododendron Simsii "Formosa"  
Spartina bakeri  
Trachelospermum asiaticum  
Trachelospermum asiaticum minima  
Zamia Furfuracea

**Annuals**

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

**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 Eighth 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: \_\_\_\_\_

Hardy H. Huntley

By: \_\_\_\_\_

Peter E. Creighton

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Oct, 2012 by Hardy H. Huntley and Peter E. Creighton, 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 PUBIC - STATE OF FLORIDA

Cynthia A. Gilbert  
Printed Name: Cynthia A. Gilbert  
Commission No. EE 041528  
Expiration Date: 3-11-15

