

86308241

## DECLARATION

## OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

## GATEWAY CENTRE

THIS DECLARATION is made on the date hereinafter set forth by GATEWAY CENTRE JOINT VENTURE, a Florida general partnership, hereinafter referred to as the "Developer."

W I T N E S S E T H ;

15 15551353 40 1 140032  
541.00  
TOTAL 541.00 00%

WHEREAS, Developer is the owner of certain real property in Pinellas County, Florida, described in Exhibit "A"; and

WHEREAS, Developer desires to create a commerce park of high standard known as GATEWAY CENTRE, on the Exhibit "A" land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

WHEREAS, Developer presently intends to develop Gateway Centre in accordance with the Master Plan of which a copy is attached as Exhibit "B," a portion of which includes the Exhibit "A" land; and

WHEREAS, Developer owns or has contractual rights to acquire the lands described in Exhibit "C" and such lands comprise the remaining portion of the Exhibit "B" Master Plan which are not included within the Exhibit "A" land and Developer may hereafter subject all or a portion of such lands to this Declaration in accordance with the provisions set forth below; and

WHEREAS, Developer may hereafter make modifications to the Exhibit "B" Master Plan but no such modification shall be in conflict with the terms of this Declaration and the Design Criteria (as hereinafter defined) nor allow uses inconsistent with the zoning and land use plan affecting the land included in the modification;

NOW, THEREFORE, Developer hereby declares that the real property described on attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property (as hereinafter defined) in order to maintain within the Property (as hereinafter defined) a first class commerce park and such covenants shall be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns.

ARTICLE IDEFINITIONS

1.1 "Architectural Control Committee" or the "Committee" shall mean and refer to the persons designated from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns. At no time shall the Committee be comprised of less than three (3) persons.

1.2 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

EXHIBIT "E"

RETURN TO: JOHNSON, BLAKELY, POPE, BOX 1368, CLEARWATER, FLA. 33517

341.00

341.00

37

1.3 "Association" shall mean and refer to Gateway Centre Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.4 "Building" shall mean and refer to each and every building constructed on any Lot, including multi-level parking structures.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

1.6 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.7 "Common Area" or "Common Areas" shall mean all portions of the Property (including access roads, parking areas, preservation areas, open space and all other improvements and landscaping thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners, whether shown on any recorded plat of any portion of the Property or described in any deed or grant of easement to the Association. The use of the Common Area shall be restricted to ingress and egress, utility purposes, parking, landscaping, drainage, security, safety, lighting, recreational, preservation and open space purposes or any other use to which the Association may accede. The Common Area shall initially include that property described on Exhibit "D" attached.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Gateway Centre, as modified and amended from time to time.

1.9 "Design Criteria" shall mean and refer to the quality and character specifications prepared by Developer to govern development at Gateway Centre, attached as Exhibit "E." Said Design Criteria may be modified or amended from time to time by Developer, in its sole discretion, by amendment executed solely by Developer, but no such amendment shall be binding upon persons without notice thereof until recorded in the Public Records of Pinellas County, Florida; provided, however: (a) Developer may not amend the Design Criteria for the Restricted Development Area without first obtaining the consent of the City of Pinellas Park, which consent may be withheld by said city in its discretion and which consent if given, shall be evidenced by a written instrument in recordable form and which may be in the form of a joinder to such modification or amendment, and (b) in all other areas of Gateway Centre within the municipal limits of the City of Pinellas Park, amendments shall become effective only after the following procedure has been followed:

(i) The proposed amendment shall be submitted in writing to the City Manager of the City of Pinellas Park who shall determine, in his sole discretion, whether the proposed amendment is substantial or insubstantial. The Developer agrees that the determination of the City Manager on this issue is final and nonappealable. Unless within ten (10) days after his receipt of the proposed amendment the City Manager advises the Developer in writing that the proposed amendment is substantial, the Developer may make the proposed amendment. If the City Manager advises the Developer in writing within ten (10) days after his receipt of the proposed amendment that the proposed amendment is substantial, then the proposed amendment shall be promptly forwarded to the City of Pinellas Park City Council for its review.

(ii) If the City Council fails to disapprove the proposed amendment by at least four (4) votes, on or before thirty (30) days after its submission to the City Manager, then the Developer may make the proposed amendment. If the City Council disapproves the proposed amendment by at least four (4)



votes within the time period allowed, then the amendment shall not be made.

1.10 "Developer" shall refer to Gateway Centre Joint Venture, and its successors in interest, if such successors should acquire one or more undeveloped Lots from the Developer for the purpose of development, and provided some or all of Developer's rights hereunder are specifically and expressly assigned to such successors in interest. Developer's rights hereunder may be assigned in whole or in part and on an exclusive or non-exclusive basis, at the option of Developer.

1.11 "Gateway Centre Development District" shall mean the community development district created pursuant to Florida Statutes Chapter 190 by City of Pinellas Park Ordinance No. 1559, which includes a portion of the Property and as may be amended from time to time to include additional portions of the Property.

1.12 "Improvements" shall mean and refer to any man-made changes in the natural condition of the land, including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, sign, addition, alteration, screened enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, exterior illumination, any changes in any exterior color or appearance, and including both original and all later exterior construction or exterior improvement on any Lot.

1.13 "Lot" shall mean and refer to any plot of land shown on any recorded plat, recorded replat, or subdivision map of the Property or any part thereof, or any portion of the Property which is sold by a metes and bounds description, with the exception of Common Areas or areas deeded to a governmental authority or utility.

1.14 "Restricted Development Area" shall refer to that portion of the Property depicted in the Sketch attached as Exhibit "F." Said Restricted Development Area shall be subject to special design and use restrictions as more specifically set forth in Article IX below and in the Design Criteria.

\* 1.15 "Restricted Use Area" shall refer to that approximate 58 acre portion of the Restricted Development Area which lies north of proposed Gateway Boulevard and between 34th and 40th Streets and south of said Boulevard between 40th Street and the Florida Power right-of-way and which is depicted in the Sketch attached as Exhibit "F." Said Restricted Use Area shall be subject to additional design and use restrictions, in addition to those provided for other portions of the Restricted Development Area, as more specifically set forth in Article IX below and in the Design Criteria.

1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Developer for so long as Developer shall hold title to all or any portion of the Property or any Lot, provided that the rights of Developer hereunder expressly granted or retained hereunder shall take precedence over any restrictions imposed hereunder upon Owners, but such restrictions shall continue to apply unless and until Developer shall exercise such rights in accordance with the terms of this Declaration.

1.17 "Penalty Rate" shall mean the highest rate of interest then allowed by Florida law, or if such law sets no maximum rate, then eighteen percent (18%) per annum.

1.18 "Property" shall mean and refer to the real property described in Exhibit "A," and such additions thereto as may

hereafter be brought within the jurisdiction of the Association, by amendment to this Declaration in accordance with Section 8.1(g) below, or as otherwise permitted hereby. The Property may also be referred to as "Gateway Centre."

## ARTICLE II

### PROPERTY RIGHTS

2.1 Owner's Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area for vehicular and pedestrian ingress and egress to and from all portions of the Property, and for maintenance of the Common Area, for the benefit of the Association, the Architectural Control Committee, all Owners and their agents, tenants, invitees and licensees, as appropriate, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area, or all or any part of the construction or maintenance responsibility therefore, to any public agency, authority or utility, including but not limited to the Gateway Centre Development District, for such purposes and upon such conditions as may be agreed to by a majority of the voting interests in the Association. No such dedication or transfer shall be effective unless an instrument or plat agreeing to such dedication or transfer has been recorded as approved by the Association;

(b) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Property, and the Articles and Bylaws of the Association;

(c) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding the use and enjoyment of the Common Area;

(d) All existing easements and restrictions of record and the right of the Association, and the Developer, to grant additional easements affecting the Common Area or any part thereof;

(e) The right of the Association to otherwise deal with the Common Area as provided by its Articles; and

(f) Any right of the City of Pinellas Park, and/or the City of St. Petersburg and/or Pinellas County, Florida and/or the Gateway Centre Development District, upon the failure of the Association to do so, to maintain such portions of the Common Area as are designated on any plat as being for drainage, road right-of-way, utility, or other public improvement purposes.

2.2 Common Area. The Common Area shall be for the use and benefit of the Owners and Developer, collectively, and their tenants, invitees and licensees, for any proper purpose. The Common Area shall be used by each person entitled to its use in such a manner as shall not abridge the equal rights of other Owners to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, its invitees, licensees, lessees, contract purchasers, agents, contractors or subcontractors, and the cost of repairing same shall be a lien against such Owner's Lot or Lots, as provided in Section 4.8.

2.3 Rules and Regulations. No Owner or other permitted user shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association.



2.4 Easements for Utilities and Drainage. Perpetual non-exclusive easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Developer and any assignee of Developer over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter recorded, or encumbered by recorded easements as of the date of recording hereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). Developer, and the Association shall each have the right hereafter to convey such additional easements, permits and licenses encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed within a Lot so as to unreasonably interfere with the use thereof by an Owner, nor shall such facilities unreasonably hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association or the Developer, as the case may be. In the event any Building has been or is then being constructed on a Lot, the Association and the Developer shall use their best efforts to locate such easements so that they will not encroach on the area covered or to be covered by such Building. The easement rights reserved pursuant to this section, in and of themselves, shall not impose any obligation on Developer or the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the Lot which is subject to such easement. Subject to the terms of this Declaration regarding maintenance, the easement areas of each Lot and all above-ground Improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage, Developer shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Owner of such Lot shall consent to such alteration and all such alterations shall conform to applicable governmental requirements.

2.5 Developer and Association Easement. Developer reserves for itself, the Association, and the Architectural Control Committee, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising their respective rights and obligations under this Declaration. Absent emergency conditions, entry into any Building shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable



notice, at a reasonable time, and in a peaceful and reasonable manner.

### ARTICLE III

#### THE ASSOCIATION

3.1 Powers and Duties. The Association shall have the powers and duties set forth herein and in the Articles and Bylaws, including the right and duty to enforce the provisions of this Declaration, and the right to collect assessments for expenses relating to the Common Areas, and such additional rights and duties as may reasonably be implied therefrom. As provided in the Bylaws, the Association may by written action without a meeting take any action authorized hereunder to be taken at a meeting.

3.2 Membership. Every Owner of a Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, rules and regulations, and this Declaration. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as limited above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entities, all such persons or entities shall be members. An Owner of more than one (1) Lot shall be entitled to one membership for each Lot or Parcel owned by him. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. Developer shall also be a member so long as it owns one or more Lots.

3.3 Voting Rights. All votes shall be cast in the manner provided by the Bylaws. Unless otherwise specifically provided herein, whenever an action is taken by the Association or required to be approved by the Association, such action shall be deemed authorized or approved if authorized or approved by a majority of the voting interests in the Association at the time authorization or approval is sought. The two (2) classes of voting memberships and voting rights related thereto are as follows:

Class A. Class A members shall be all Owners with the exception of Developer and shall be entitled to one (1) vote, or a prorata portion thereof, for each acre or part thereof within the Lot owned, unless the Lot owned is commercial or a hotel site as shown on Exhibit "B," in which case the Owner of such a Lot shall be entitled to two (2) votes, or a prorata portion thereof, for each acre or part thereof within the commercial or hotel site Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled to the votes allocated to such Lot, to be exercised as they among themselves determine, but in no event shall more than the votes allocated to such Lot be cast with respect to such Lot, nor shall any split vote be permitted with respect to such Lot.

Class B. The Class B member shall be Developer and shall be entitled to five (5) votes, or a prorata portion thereof, for each acre or part thereof within the Lot or portion of Property owned by Developer, unless a Lot or Lots owned or portion of the Property owned is commercial or a hotel site as shown on Exhibit "B" in which case the Developer shall be entitled to ten (10) votes, or a prorata portion thereof, for each acre or part thereof within the commercial or hotel site Lot or portion of the Property owned by Developer. Developer may relinquish its right to Class B membership at any time by recording an instrument evidencing same in the Public Records of Pinellas County, Florida. Unless sooner terminated by relinquishment, the Class B membership shall cease and be converted to Class A membership



upon the occurrence of any of the following events, whichever shall first occur:

(a) One (1) year after ninety percent (90%) in acreage of the Property has been conveyed by Developer to other Owners; or

(b) Twenty (20) years following conveyance of the first Lot by Developer to another Owner.

Association. Any Lot owned by the Association shall be entitled to no vote.

3.4 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal, architectural, engineering and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article IV below.

3.5 Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager.

3.6 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

3.7 Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be bonded with adequate fidelity bonds.

3.8 City's Rights to Enforce. In the event the Association shall fail, after 30 days written notice from the City of Pinellas Park, Florida ("City"), to enforce the provisions of this Declaration against any Owner of a Lot located within the boundaries of the City who is in default of the requirements of this Declaration ("Defaulting Owner"), the City shall have the right, at its sole discretion and without liability to any person if it shall fail to do so, to enforce the provisions of this Declaration against the Defaulting Owner and to collect attorneys' fees and costs and obtain and enforce lien rights in the same manner as if the City were the Association.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and occupants of the Property, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of

the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Lots, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision of same; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of bonds and insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by Developer or the Association and as may be permitted by the governmental authority controlling such public land; the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise. Provided, however, nothing contained herein shall constitute a representation or assurance by Association as to any Owner or any other person that the Common Areas or any other portion of the Property or any other matter or thing tended by the Association will be safe, sanitary, and free of defects or will otherwise not cause injuries to persons or damages to property and Association disclaims any and all liability with respect thereto to the maximum extent permitted by law and Association shall not be deemed to be an insurer or indemnitor with respect to any injuries or damages suffered by any person.

4.2 Maintenance of Common Area and Landscaping. All of the Common Area and Improvements within the Common Area, and all personal property owned by the Association, and areas located within publicly dedicated easements or rights-of-way which the Association expressly agrees to maintain (such as boulevard median landscaping) shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. Without limiting the generality of the foregoing, the Association's maintenance responsibilities shall extend to and include maintenance of all decorative identification sign(s) for Gateway Centre, indicating the location of and/or entrance to the Property and any central directories; planting and maintaining landscaped areas; non-public utilities located in the Common Area; sweeping, striping, lighting, improving and maintaining streets and roads which have not been accepted for public dedication and maintenance; and the installation, construction and relocation of improvements to enhance and beautify the Common Area. This provision shall not limit the obligation of an Owner to maintain all Improvements within its Lot. In the event that the need for maintenance or repair of the Common Area or any personal property owned by the Association or other area maintained by the Association is caused by the willful or negligent act of an Owner, its tenants, licensees or invitees, the cost of such maintenance or repair shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 4.8.

4.3 Maximum Annual Assessment. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum stated herein, including authorized increases. Until January 1 of the year immediately following conveyance of the first Lot to an Owner other than Developer, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) for each acre or part thereof within each Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Developer, the maximum annual assessment may be increased by the Board of Directors each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the members of the Association.



(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Developer, the maximum annual assessment may be increased above fifteen percent (15%) by vote of the Association.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of reconstruction, repair or replacement of a capital improvement upon the Common Area or other areas maintained by the Association, including fixtures and personal property related to the Common Area. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

4.5 Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements within the Common Area and any other improvements which the Association is obligated to maintain hereunder. The reserve fund shall be funded as part of the annual assessment levied by the Association.

4.6 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Class A Lots subject thereto on the first day of the month following the conveyance of the initial Common Area from Developer to the Association. The first annual assessment thereafter shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot in advance of each annual assessment period. Written notice of the annual assessment, and the due date for payment, shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.7 Rate and Collection. Both annual and special assessments must be fixed at a uniform rate for all Lots, and such assessment as to each Lot shall be computed by multiplying the total amount of such assessment, the numerator of which is the then most recently determined assessed value for real property ad valorem taxes of such Lot and any Building(s) and other improvements thereon as set by the Tax Assessor of Pinellas County, Florida (or its successor assessor or other governmental agency performing the valuation function for the application of ad valorem taxes, if there ceases to be a Tax Assessor of Pinellas County, Florida) (the "Lot Assessed Value") and the denominator of which is the then most recently determined aggregate assessed values for real property ad valorem taxes of all Lots and Buildings and other improvements which are then subject to the terms of this Declaration as set by the Tax Assessor of Pinellas County, Florida (or its successor assessor or other governmental agency performing the valuation function for application of ad valorem taxes, if there ceases to be a Tax Assessor of Pinellas County, Florida) (the "Entire Assessed Value"), that is

$$\text{Total Assessment} \times \frac{\text{Lot Assessed Value}}{\text{Entire Assessed Value}}$$

equals the assessment for such Lot, subject to the following:

(a) As long as Developer is the Owner of any Lot, Developer shall have the following options: (i) Developer may pay only the portions of assessments against Lots which it owns attributable to reserves, if any, and in addition will pay the difference, if any, between the total annual operating expenses for the Association and the amount of assessments required to be paid by the other Owners pursuant to this Article; or (ii) Developer may pay the full assessments against Lots which it owns, in which event Developer will have no obligation to pay the difference between expenses and assessments;

(b) The assessments, charges and liens provided for or created by this Article IV shall not apply to the Common Area (except for the rights of the City of Pinellas Park to impose assessments, charges, and liens under Section 4.8(f) below on portions of the Property within the boundaries of the City of Pinellas Park), or any property dedicated to and accepted for maintenance by a public or governmental authority or agency. Neither the Common Area nor any property dedicated to and accepted for maintenance by a public or governmental authority or agency shall be subject to the charges and liens provided for or created by this Article IV (except for the rights of the City of Pinellas Park to impose assessments, charges, and liens on the portions of the Common Area located within the boundaries of the City of Pinellas Park under Section 4.8(f) below); provided, however, that nothing herein shall be deemed to affect the Association's maintenance duties under this Declaration.

#### 4.8 Lien Rights.

(a) Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided herein. The annual and special assessments, together with interest at the Penalty Rate, costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each Lot shall stand as security for any expense due the Association and for any other sums due hereunder from its Owner to the Association, and in connection with such Lot. Each such sum, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. If any Lot is owned by more than one Owner, the rights of the Association hereunder may be enforced against any and all such Owners, jointly and severally. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors, provided, however, that the lien therefor shall remain valid and in full force and effect.

(b) Notice of Lien. To secure any sum payable by an Owner to the Association under the terms of this Declaration, the Association shall be entitled to file in the Public Records of Pinellas County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the sum payable and shall state that it also secures interest on such sum payable at the Penalty Rate and attorneys' fees and costs incurred in its preparation, recordation, and enforcement and shall contain a description of the Lot against which enforcement of the lien is sought. The lien herein provided shall date from the time that the obligation or expense is incurred, but shall not be binding against creditors until said notice is recorded.

(c) Foreclosure. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner



as a mortgage. The amount due and secured by said lien shall bear interest at the Penalty Rate, from the date of demand for payment, and in any action to enforce payment, the Association shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The defaulting Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure, and if the Association is foreclosing the lien, then all assessments levied through the date a judgment of foreclosure is entered shall be secured by the lien foreclosed. The Association shall have the right to bid at any foreclosure sale and acquire title to the Lot being sold.

(d) Other Remedies. Each Owner hereby acknowledges that a violation by an Owner of one or more of the restrictions or obligations set forth in this Declaration may cause the Association to suffer material injury or damage not compensable in money and that the Association shall be entitled to bring an action for specific performance to enforce compliance with these restrictions or to enjoin the continuance of any breach or violation hereof and to collect all attorneys' fees and costs incurred in such enforcement, which fees and costs shall be secured by a lien, notice of lien, and foreclosure, the same manner as is provided for above in Sections 4.8(a), (b) and (c) for assessments.

(e) Remedies Cumulative. Developer or the Association, at their option, may enforce any one or more of the remedies contained in this section or any other rights or remedies to which the Association may be entitled by applicable law, whether or not set forth herein. All remedies provided herein or by applicable law shall be cumulative and not mutually exclusive; provided, however, nothing herein shall be deemed to excuse the Developer or the Association from taking all action necessary to insure compliance with the requirements thereof upon any Owner, including maintenance obligations.

(f) Remedies by City of Pinellas Park. As regards that portion of the Property lying within the City of Pinellas Park ("City"), the City shall have the right, but not the duty, to enforce the provisions of this Declaration against any Owner of a Lot located within the boundaries of the City who is in default of the requirements of this Declaration ("Defaulting Owner"), in the event the Association shall fail, after thirty (30) days' written notice from the City, to enforce such requirements against the Defaulting Owner and to collect attorney's fees and costs and obtain and foreclose lien rights in the same manner as provided in Section 4.8(a), (b), (c) and (d) above. In addition, the City shall have the right, but not the duty, to enforce the provisions of this Declaration against the Association for default of the requirements of this Declaration, in the event the Association shall fail, after thirty (30) days' written notice from the City to perform in accordance with the requirements of this Declaration, and to collect attorney's fees and costs and obtain and foreclose lien rights against any property owned by the Association in the same manner as provided in Section 4.8(a), (b), (c) and (d) above.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is recorded prior to the recording of a notice of lien as to the portion of the Property encumbered by such mortgage. Sale or transfer of a Lot shall not affect the assessment lien against the Lot. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage recorded prior to the recording of a notice of lien or any proceeding in lieu thereof, shall extinguish the lien of assessments only as to those payments which became due prior to such sale or transfer. No sale or transfer shall release any Lot from liability for assessment payments thereafter becoming due or from the lien thereof.



ARCHITECTURAL CONTROL

5.1 Architectural Control. No Lot may be further subdivided by an Owner, other than the Developer, except with the express written consent of the Association. The Developer may subdivide the Property and re-subdivide any Lot owned by Developer without the consent of the Association. Provided, however, notwithstanding the foregoing, no Lot in any area zoned Light Industrial shall be less than two (2) acres in size, no Lot in any area zoned Commercial shall be less than one (1) acre in size, and no Lot in any area zoned Office shall be less than two (2) acres in size. If such resubdivision affects the portion of the Property within the boundaries of the City of Pinellas Park, it shall be done in accordance with the applicable provisions of the Ordinances and Resolutions of said City. No Building, wall, fence, pavement or other Improvements of any nature shall be erected, placed or altered on any portion of the Property except in compliance with the Design Criteria and until the construction plans and specifications and a plot plan showing the location of the Improvements have been approved in writing by the Architectural Control Committee. Each Improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Upon completion of any Improvement, the Owner shall supply the Architectural Control Committee with a certification from a licensed architect stating that the Improvements have been completed in accordance with the approved construction plans and specifications. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the Architectural Control Committee seem sufficient. Any change in the exterior appearance of any Building, wall, pavement, or other Improvement, and any change in the finished ground elevation, shall be a change requiring approval under this Section 5.1. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. In the absence of specific appointment, the Board of Directors shall serve as the Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate representatives or agents to act for the Committee, but in all cases the Committee shall grant or deny the final approval of all plans and specifications within sixty (60) days of submission. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this Section 5.1. Notwithstanding the foregoing, however, the Architectural Control Committee, at the expense of the Owner, may hire such professionals (including, but not limited to, such architect(s) and engineer(s)) as it shall determine in its reasonable discretion are necessary or helpful to provide review of submittals and advise with respect to the approval or denial of the same.

5.2 Approval of Architectural Control Committee. The approval of the Architectural Control Committee for any proposed Improvement shall be based, among other things, upon (i) the adequacy of building site dimensions; (ii) the conformity and harmony of exterior design with neighboring structures; (iii) the effect of location and use of the Improvements on the Property as a whole; (iv) the intended operations and uses; (v) the relation of the Improvements with the topography; (vi) the grade and



finished ground elevation of the building site being improved to that of neighboring building sites; (vii) the proper facing of main elevation with respect to nearby streets; (viii) the conformity of plans and specifications with the Design Criteria; and (ix) the conformity of plans and specifications with landscaping requirements. Careful concern will be given to location and treatment of utility and service facilities with the intent of minimizing detrimental visual impacts. Site ingress and egress may be limited for efficient flow of traffic on abutting streets.

5.3 Developer Approval. So long as Developer is a Class B member of the Association, any and all actions of the Architectural Control Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

5.4 Submission of Plans. All Improvements shall be undertaken, completed and maintained only in accordance with approved plans and said plans may not be altered, amended or revised without submitting the revised plans for prior written approval by the Architectural Control Committee. An owner desiring approval of any proposed Improvements shall submit at least three (3) complete sets of all plans and specifications for the Improvements. The Architectural Control Committee may also require submission of samples of building materials and colors proposed and may require such additional information as reasonably may be necessary for the Architectural Control Committee to evaluate completely the proposed Improvements in accordance with this Declaration and the Design Criteria. The Architectural Control Committee shall also have the power to adopt a schedule of reasonable fees for processing requests for Architectural Control Committee approval of proposed Improvements. Such fees, if any, shall be payable to the Association in cash, at the time the plans and specifications are submitted to the Architectural Control Committee. In the event such fees, as well as any other costs or expenses of the Architectural Control Committee pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Property in the same manner described in Section 4.8 hereof. Without limiting the generality of the foregoing, detailed landscape and irrigation plans and a grading plan showing existing and proposed grades throughout the site shall be submitted prior to the making of any Improvement contemplated therein. Landscaping plans shall include information regarding the type of sodding, the type of seeding, the types of trees, hedges and shrubs and information regarding other customary landscaping treatment for the entire Lot, including fences, walls and screening. Plans submitted shall include adequate drainage facilities for the estimated storm water runoff resulting from the placement of Improvements on the Lot and erosion control to protect storm drainage systems. An engineer's report comparing the before and after conditions and the change in storm water runoff and recommending adequate methods of detention and drainage shall be submitted for approval at the same time as submission of the other plans and specifications as herein provided. Detention may be accomplished by providing ponding, storage of storm water on rooftops, in parking areas, in landscaped areas, in graded drainage swales, and by such other methods as may be approved by the Architectural Control Committee. Wherever used in this Declaration, the terms Architect and Engineer shall mean that such professionals hold current licenses issued by the State of Florida and are in good standing in the State of Florida.

5.5 Liability of Architectural Control Committee. The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Committee, its members, agents or employees, arising out of or in connection with the approval

or disapproval or failure to approve any plans. The Committee shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees not to bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

#### ARTICLE VI

##### MAINTENANCE; DAMAGE; INSURANCE

6.1 Care and Appearance of Improvements. All Improvements shall be maintained in a structurally sound and neat and attractive manner by and at the expense of the Owner. Such maintenance shall include:

- (a) Removing promptly all litter, trash, refuse and wastes;
  - (b) Mowing of lawns no less often than when the grass is more than five (5) inches high; if the Lot is unimproved, weeds must be kept cut below twenty-four (24) inches;
  - (c) Pruning of trees and shrubbery;
  - (d) Watering and fertilizing;
  - (e) Keeping exterior lighting, signs and mechanical facilities in working order;
  - (f) Keeping lawn and landscaped areas alive, free of weeds and attractive;
  - (g) Keeping parking areas, driveways and roads in good repair;
  - (h) Complying with all governmental, health, police and fire requirements, statutes, codes and regulations;
  - (i) Striping and sealing of parking and driveway areas;
  - (j) During construction, insuring that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and keeping trailers and any other temporary structures in a neat and orderly manner;
  - (k) Keeping all site irrigation and drainage systems in good repair and working order;
  - (l) Painting of all exterior painted surfaces at least once every three (3) years, unless a waiver is obtained from the Architectural Control Committee;
  - (m) Erosion control to protect storm drainage systems;
- and
- (n) Such other requirements as may be imposed by this Declaration.

Upon the Owner's failure to do so, the Architectural Control Committee or Association shall have the duty after giving the Owner thirty (30) days' written notice sent to the Owner's last known address, to make repairs and/or improve the appearance of the Improvements in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Improvements shall reimburse the Association for any work above required, and to



secure such reimbursement, the Association shall have a lien upon the Lot enforceable as provided in Section 4.8 hereof.

6.2 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one Lot, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more than one Lot, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Lots served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Building or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Building or any Owner of a Lot or create a hazard to persons or property.

6.3 Damage; Reconstruction; Insurance. In the event any Improvements are damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace the same in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction of Improvements on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such Improvements as originally constructed or with new plans and specifications approved by the Architectural Control Committee. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners. Each Owner shall at all times maintain, for each Lot owned, adequate property insurance to provide for complete reconstruction of all Improvements on such Lot after loss, and liability insurance coverage in such amounts as may be required by the Association from time to time. Upon request, each Owner shall have the Association named as an additional insured as to liability insurance obtained by the Owner, and shall provide the Association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may, after three (3) days written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as provided in Section 4.8 hereof.

6.4 Boulevard Medians. The Association shall have the right, if agreed to by the applicable city, development district, or other governmental agency pursuant to a written agreement now or hereafter made, to provide and/or maintain, at the expense of the Association, landscaping and/or irrigation facilities in the medians of boulevards now or hereafter constructed on the Property. Such written agreement may provide that the applicable city, development district, or other governmental agency shall have no liability in connection with such activities undertaken by the Association.

ARTICLE VIIGENERAL USE RESTRICTIONS

7.1 Permitted Uses. Any Lot within the Property shall be used only for light assembly and manufacturing, engineering, research facilities, laboratories, light industry, business offices, warehousing, retail, commercial, distribution and service industries, hotel, convention and related facilities, and such other uses as the Architectural Control Committee shall permit, in its sole discretion, so long as such uses comply with this Declaration, the Design Criteria and with all applicable zoning and other codes.

7.2 Prohibited Operations and Uses. No Lot shall be used in violation of any applicable law or regulation. The following uses and operations are prohibited: any vibration, noise, sound or disturbance which is perceived outside of the boundaries of the Lot from which it is emitted and which is objectionable due to intermittence, beat, frequency, shrillness or loudness; any lighting which is not shielded and substantially confined within the Lot boundaries; any electro-mechanical or electro-magnetic disturbance or radiation; any air or water pollution; any emission of odorous, noxious, caustic, or corrosive matter, whether toxic or non-toxic; any litter, dust, dirt or fly ash in quantities sufficient to make the same offensive; any unusual firing, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; any mobile home or trailer court, labor camp, junk yard, stock yard, distillation of bones, or animal raising, storage, slaughter or disposition of any kind; any drilling for, excavation, refining and/or removal of earth materials, oil, gas, hydrocarbon substance, water, geothermal steam and any other subsurface substances of any nature whatsoever; any dumping, disposal, incineration or reduction of garbage or refuse of any nature whatsoever; any auction, public bid, sale or other auction house operation; any commercial excavation of building or construction materials; any storage, repair or manufacturing done outdoors; and any of the uses listed on Exhibit "C" attached hereto and hereby made a part, which have been deleted by strike out.

7.3 Coverage and Height Restrictions. No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles, signs or similar equipment shall exceed any height restrictions imposed by any governing municipal or regulatory agency or the Design Criteria. All Lots shall contain no less than the minimum green space requirement set forth in the Design Criteria.

7.4 View Obstructions. The Association shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the reasonable judgment of the Association, obstruct the vision of a motorist upon any of the streets within or providing access to the Property. In addition, all Owners and the Association must comply with all local codes regarding intersection, triangle of visibility requirements.

7.5 Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described herein. Following completion of construction of all Buildings to be constructed on a Lot, no walls shall be constructed on such Lot, except for replacement walls.

7.6 Use of Name. The names "Gateway Centre," and "Gateway Centre Joint Venture" may not be used in the name of any Building



or project on the Property, or in the name of any Owner other than Developer in its advertising or other dealings with the public, without Developer's prior written consent.

7.7 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area, which rules and regulations must be consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and/or the Association in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their invitees, licensees and lessees shall use the Common Area only in accordance with such rules and regulations.

7.8 Employee Reporting. Prior to January 31 of each year, each Owner shall deliver to the Association the United States Postal Service Zip Codes of the residence of each natural person employed by a business on or occupying any portion of a Lot as of December 31, and all employers or other occupants shall have a duty to provide such information to the Owner of the Lot occupied.

## ARTICLE VIII

### RESERVATION OF RIGHTS BY DEVELOPER

8.1 Developer's Rights. Developer hereby reserves the following rights which shall not be limited or restricted to Developer's sales activities with regard to the Property but shall benefit Developer in the development, construction, promotion and sale of any other property in which Developer may have an interest:

(a) To use the Property and/or trailers or other temporary structures, which Developer shall be entitled to erect on the Property, for development or sales purposes, including construction and general business offices.

(b) To bring, invite or arrange for trucks and other commercial vehicles to enter and remain upon the Property for construction purposes.

(c) To erect and maintain commercial or display signs and fluorescent lights, spotlights or any other type of lighting on the Property, including the Common Areas, for sales promotion.

(d) To create easements over the Property for access, drainage and utilities provided that such easements may not unreasonably interfere with the enjoyment of the Property by the other Owners.

(e) The right, which is hereby exercised, to be excused from assessments by the Association for the period beginning with the recording of this Declaration and ending upon the earlier of (i) conveyance of the last Lot to an Owner other than Developer or (ii) thirty (30) days after written notice of Developer's election to terminate this guarantee is received by the Association and all Owners. During this period, Developer guarantees that each Lot Owner's monthly assessment shall not exceed Fifty Dollars (\$50.00) per acre. As a result, Developer will pay the portion of common expenses incurred during that period that exceeds the amount assessed against other Owners.

(f) To amend this Declaration without the joinder of any other person or entity, provided that no amendment shall be made which substantially alters the nature of the development contemplated herein.

(g) To amend this Declaration to add additional lands to the Property, by recording an amendment executed only by the

Developer and the owners of the added lands, and any other parties having a record interest in the added lands, after which the lands added shall be a part of the Property subject to the terms hereof. The additional lands which Developer may cause to be added hereto in whole or in part, from time to time, is described in Exhibit "C" attached. Any of such lands which are added to the Property shall thereupon become subject to all the terms, conditions, and requirements of this Declaration and shall continue to be subject to all applicable laws, codes and regulations.

(h) To withdraw at any time or from time to time portions of the land described in Exhibit "A," provided only that the withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the voting interests in the Association, materially increase the prorata share of expenses of the Association payable by the Owners of Lots remaining subject to this Declaration after such withdrawal. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Pinellas County, Florida, an amendment to this Declaration with respect to the lands to be withdrawn, executed only by the Developer without the consent or joinder of the Association or any other Owner or mortgagee of land within the Property. Any land which is included in the Property which is hereafter dedicated to and accepted for public use by a governmental entity shall be deemed withdrawn herefrom so long as such land remains in the public domain, but upon any vacation, the vacated land shall be deemed, upon such vacation, to be within the Property; no consent or joinder of the Association or any Lot Owner shall be required for the Developer to make dedications of portions of the Property to any governmental entity for a public use.

(i) Notwithstanding the foregoing, the Developer may not make amendments pursuant to Sections 8.1(f) and (h) above, with respect to any portion of the Property within the boundaries of the City of Pinellas Park without the express prior approval of the City of Pinellas Park, which approval may be granted or withheld at the discretion of the City of Pinellas Park.

(j) To amend the Exhibit "B" Master Plan, provided that no such modification shall be in conflict with the terms of this Declaration or the Design Criteria nor allow uses inconsistent with the zoning and land use plan affecting the land included in the modification.

8.2 No Interference. Until Developer has completed all construction within the Property and has closed the sales of all Lots to other persons, neither the other Owners nor the Association nor the use of any Lot shall interfere with the completion of improvements and sales of Lots, and Developer may make such use of unsold Lots and of the Common Areas as may facilitate completion of improvements and sales of Lots, so long as the Developer complies with the express provisions of this Declaration.

#### ARTICLE IX

##### SPECIAL RESTRICTIONS ON RESTRICTED DEVELOPMENT AREA

9.1 Buffer Area. Lots located in the Restricted Development Area shall be subject to the following additional restrictions concerning landscaping, visual screening, noise, and odor, as well as all other covenants and restrictions contained in this Declaration, in order to accommodate the owners and occupants of neighboring residential property commonly known as the Mainlands of Tamarac and Sunset and Golden Gate Mobile Home Parks (the "Functionally Abutting Residential Property"):

(a) Developer shall construct, and the Association shall maintain, a solid masonry wall ("Border Wall") along the



border of the Property within the Restricted Development Area in accordance with the Design Criteria.

(b) The Association, Developer, and all Owners shall observe the Special Use Restrictions for the Restricted Development Area and the Restricted Use Area as are set forth in the Design Criteria.

#### ARTICLE X

##### MISCELLANEOUS

10.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of thirty (30) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the voting interests in the Association, has been recorded in the Public Records of Pinellas County, Florida, which instrument may alter or rescind this Declaration in whole or in part. This Declaration may be amended or modified only by an instrument signed by the Owners having at least seventy-five percent (75%) of the voting interests in the Association. No amendment of this Declaration shall require an Owner to remove any structure constructed in compliance with this Declaration as the same existed on: (i) the date on which the construction of such structure commenced; or (ii) the date on which the Owner took title to its Lot, if the construction of such structure commenced within ninety (90) days of its taking title; nor shall any amendment require Developer to relinquish any rights reserved to it under this Declaration. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Pinellas County, Florida. In the event this Declaration shall be terminated, the Owners shall be obligated to continue the existence of the Association for such period of time as is necessary so that the Association can fulfill any agreements then existing between the Association and any municipalities or other governmental entities and fulfill all obligations, duties and requirements of this Declaration and the Design Criteria, including the maintenance obligations for the Common Areas.

10.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the duty of the Association and the right of Developer, or any Owner of a Lot, or the City of Pinellas Park after thirty (30) days' notice to the Association to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, 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. Developer shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Developer or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of

the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent Developer, the Association or any Owner from enforcing the restrictions set forth herein.

10.3 Limitation of Action. Notwithstanding anything to the contrary contained herein, after the expiration of three (3) years from the date of issuance of a building permit by the appropriate governmental authority for any Improvement as to which such a permit is issued, or three (3) months after the completion of any Improvement, whichever shall last occur, said Improvement shall be deemed to be in compliance with all provisions of this Declaration, unless actual notice of noncompliance, executed by or on behalf of the Architectural Control Committee or the Association, shall appear of record in the Public Records of Pinellas County, Florida, or unless legal proceedings shall have been instituted to enforce compliance herewith. This provision is included in the interest of avoiding title problems and may be relied upon by purchasers and encumbrancers, in good faith and for value, of the Lots. The limitation or actions set forth in this Section 10.3 shall be effective to limit actions arising under this Declaration and the Design Criteria, but shall not affect any rights of any city or governmental entity to enforce applicable laws, codes and regulations.

10.4 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner. Any notice required to be sent to the Association shall be deemed to have been properly sent when personally delivered or mailed certified, return receipt requested, post paid, United States Mail to:

Gateway Centre Property Owners Association, Inc.  
c/o Braewood Development Corp.  
4326 Park Boulevard  
Pinellas Park, Florida 33565

or such other address, as the Association shall specify by notice sent to the Owners.

10.5 Severability. Invalidity of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

10.6 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender or the neuter shall include all genders and the neuter; the use of the terms "include" and "including" shall be without limitation; and any reference to "attorney's fees" shall mean "reasonable attorney's fees and costs incurred before, during and after litigation, including appellate and appearances in bankruptcy proceedings." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

10.7 Approvals. Wherever herein the consent or approval of Developer, the Association or the Architectural Control Committee is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutably



presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained other than the covenant to obtain the approval requested.

10.8 Exhibits. All Exhibits referenced herein and attached hereto are incorporated in the Declaration by this reference.

10.9 Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, corporation or other entity as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of this Declaration, or an exclusive or non-exclusive basis. To the extent Developer assigns any of such rights, powers, easements, privileges, authorities and reservations, the assignee shall take the same and be bound by the provisions of this Declaration. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners having a majority of the voting interests in the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

10.10 City of Pinellas Park. All decisions by the City of Pinellas Park with respect to approvals to be granted and/or actions to be taken by it pursuant to this Declaration of Covenants, Conditions, and Restrictions for Gateway Centre shall be solely in its discretion, and it shall not be liable to any person or entity for any such decision. Without limiting the generality of the foregoing, the City of Pinellas Park shall not be liable for any failure to enforce any part of this Declaration of Covenants, Conditions, and Restrictions for Gateway Centre, nor for any grant of or failure to grant approvals, exceptions, or variances hereunder.

10.11 Laws; Codes. Nothing herein shall be construed to excuse any person or entity from complying with all applicable governmental requirements pertaining to the development or occupancy of the Property. This Declaration of Covenants, Conditions and Restrictions for Gateway Centre is intended to impose supplemental and additional restrictions and requirements for the development and occupancy of the Property in addition to those required by such applicable governmental requirements.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 24 day of December, 1986.

WITNESSES:

GATEWAY CENTRE JOINT VENTURE,  
a Florida joint venture

By: BRAEWOOD DEVELOPMENT  
CORP., a Texas  
corporation

*[Handwritten signature]*  
*[Handwritten signature]*

By: *[Handwritten signature]*  
As: *[Handwritten signature]*

(Corporate Seal)

Henry L. Gundry  
Sherry H. Woods

By: Roger B. Broderick  
 Roger B. Broderick

Its sole joint venturers

STATE OF Florida  
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23rd day of December, 1986, by J. Charles Sweeney, as Vice President of BRAEWOOD DEVELOPMENT CORP., a Texas corporation, a joint venturer of GATEWAY CENTRE JOINT VENTURE, a Florida joint venture, on behalf of said corporation and said joint venture.

Sherry H. Woods  
 Notary Public

My commission expires:

STATE OF FLORIDA )  
 COUNTY OF PINELLAS )

NOTARY PUBLIC, STATE OF FLORIDA.  
 MY COMMISSION EXPIRES: OCT. 21, 1990.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

The foregoing instrument was acknowledged before me this 24th day of December, 1986, by ROGER B. BRODERICK, a joint venturer of GATEWAY CENTRE JOINT VENTURE, a Florida joint venture, on behalf said joint venture.

Sherry H. Woods  
 Notary Public

My commission expires:

RE120.3-07036

NOTARY PUBLIC, STATE OF FLORIDA.  
 MY COMMISSION EXPIRES: OCT. 21, 1990.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.



A tract of land lying in Sections 22, 23, 26 and 27, Township 30 South, Range 16 East, Pinellas County, Florida, being further described as follows:

A replat of Tract 5, Tract 6 and Coventry Boulevard of the plat of COVENTRY PLAZA, as recorded in Plat Book 76, Page 60, of the Public Records of Pinellas County, Florida; a replat of Lots 1 thru 4, 10 thru 13, 20 thru 31, 40 thru 48, and portions of Lots 5, 6, 7, 17, 18, 33, 34, 38, 39 and all rights-of-ways adjacent to said lots of the plat of GOLDEN ACRES as recorded in Plat Book 11, Page 11, of the Public Records of Pinellas County, Florida; a replat in said Section 27 of FARM 1 and the adjacent rights-of-ways according to the plat of PINELLAS FARMS as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; a subdivision of part of the South 1/2 of said Section 22, the West 1/2 of Section 23 and part of the Northwest 1/4 of Section 26, all being more particularly described as follows:

Begin at the Northwest corner of said Section 23, Township 30 South, Range 16 East; thence S 89°42' 31" E along the North line of said Section 23, 2,563.30 feet to a point on the West right-of-way line of 28th Street North; thence S 00°04' 13" W along said right-of-way line 5,296.59 feet to a point on the South line of said Section 23; thence continue along said right-of-way S 00°14' 34" E, 176.41 feet to a point on the northwesterly right-of-way line of 28th Street North Extension (along Gandy Boulevard), also being a point on a curve concave to the Southeast (a line to the radius point bears S 28°50' 21" E); thence southwesterly along the right-of-way line and curve which has for its elements a radius of 6,680.41 feet, a central angle of 05°57' 25", an arc length of 694.54 feet and a chord bearing and distance of S 58°10' 56" W, 694.23 feet; thence leaving said right-of-way N 00°10' 04" E, 544.42 feet to a point on the South line of said Section 23; thence N 89°48' 20" W along said South line, 662.52 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 26; thence S 00°13' 55" W, 138.00 feet; thence S 89°48' 20" E, 331.28 feet; thence S 00°28' 12" E, 648.23 feet to a point on the North right-of-way line of said 28th Street North Extension also being a point on a curve concave to the Southeast (a line to the radius point bears S 38°15' 52" E); thence southwesterly along the arc of said curve which has for its elements a radius of 6,680.41 feet, a central angle of 06°39' 33", an arc length of 776.44 feet and a chord bearing and distance of S 48°24' 22" W, 776.00 feet; thence continue on said extension S 45°04' 35" W, 344.35 feet; thence S 44°55' 25" E, 101.00 feet to a point on the northwesterly right-of-way line of Gandy Boulevard; thence S 45°04' 35" W along said right-of-way line, 1,305.29 feet to a point on the West line of said Section 26; thence N 00°21' 32" E along said West line, 1,216.30 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 27; also being the Southeast corner of said plat of GOLDEN ACRES; thence continue along said West line of Section 26, also being the East line of said plat of GOLDEN ACRES, N 00°21' 32" E, 331.79 feet to the centerline of 84th Avenue as platted; thence N 89°43' 55" W along said centerline, 79.68 feet; thence N 00°16' 17" E, 40.00 feet to the Southeast corner of Lot 14 of said plat; thence N 00°21' 03" E along the East line of said Lot 14, 125.91 feet; thence N 89°43' 25" W along the North line of Lots 14 and 15 of said plat, 99.53 feet; thence N 00°20' 04" E along the East line of Lot 9 of said plat, 125.92 feet to the Northeast corner of said lot; thence N 00°16' 47" E, 40.00 feet to the North line of said plat of GOLDEN ACRES; thence N 89°42' 56" W along said North line, 216.26 feet; thence S 00°17' 23" W for 40.00 feet to a point on the southwesterly line of that 100 foot wide Florida Power Corporation easement as recorded in Deed Book 1514, Page 7, of the Public Records of Pinellas County, Florida; thence S 28°28' 14" E along said easement line, 287.29 feet to a point on the South line of Lot 17 of said plat of GOLDEN ACRES; thence S 00°16' 08" W, 40.00 feet to a point on the centerline of 84th Avenue as platted; thence S 89°43' 55" E along said centerline, 43.87 feet; thence S 00°16' 08" W, 40.00 feet to a point on the North line of Lot 33 of said plat of GOLDEN ACRES also being a point on the aforementioned Florida Power Corporation easement; thence S 28°28' 14" E along said easement, 287.19 feet to a point on the South line of Lot 37 of said plat; thence S 00°14' 44" E, 40.00 feet to a point on the South line of said plat also being a point on the South line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N 89°44' 54" W along said South line 581.78 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27, also being the Southwest corner of said GOLDEN ACRES plat; thence N 00°15' 38" E along the West line of said East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the West line of said FARM #1 of PINELLAS FARMS, for 1,327.91 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N 89°40' 58" W along the South line of the Southeast 1/4 of said Section 22, 1,975.73 feet to the Southwest corner of the Southeast 1/4 of said Section 22 and the South line of said plat of COVENTRY PLAZA; thence N 89°53' 37" W along the South line of the Southwest 1/4 of said Section 22, 1,073.65 feet to a point on the northeasterly right-of-way line of Highway U.S. 19; thence N 31°55' 54" W along said plat and right-of-way line, 745.59 feet to the Northeast corner of Tract 5 of said plat; thence

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N 58°04' 06" E along the North line of said Tract 5 for 599.11 feet to the Northeast corner of said Tract 5; thence S 31°55' 54" E along the East line of said Tract 5 for 612.23 feet to the Southeast corner of said Tract 5, also being a point on a curve concave to the Southeast (a line to the radius point bears S 03°52' 56" E); thence easterly along the arc of said curve which has for its elements a radius of 1,000.00 feet, a central angle of 03°59' 19", an arc length of 69.62 feet and a chord bearing and distance of N 88°06' 44" E, 69.60 feet; thence S 89°53' 37" E, 566.19 feet to a point on the West line of the South 1/2 of said Section 22; thence continue S 89°53' 37" E, 30.00 feet to a point on the East right-of-way line of 40th Street North; thence N 00°00' 13" E, along said right-of-way line 890.74 feet; to the North line of the South 1/2 of the Southeast 1/4 of said Section 22; thence S 89°43' 13" E along the North line of the South 1/2 of the Southeast 1/4 of said Section 22 for 2,608.90 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 22; thence N 00°12' 09" E along the West line of said Section 23, for 1,325.83 feet to the Northwest corner of the Southwest 1/4 of said Section 23; thence continue on said West line of Section 23, N 00°11' 44" E, 2,649.24 feet to the POINT OF BEGINNING, containing 493.90 acres, more or less.

Less and except that portion of a 225.00 foot Florida Power Corporation right-of-way described in O.R. Book 3115, Page 748 of the Public Records of Pinellas County, Florida, being further described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 23; thence N 00°11' 44" E along the West line of said Section 23 for 437.31 feet to the POINT OF BEGINNING; thence continue N 00°11' 44" E along said West line, 225.00 feet; thence S 89°46' 59" E, 2,567.63 feet to a point on the West right-of-way line of 28th Street North; thence S 00°04' 13" W along said right-of-way line, 225.00 feet; thence N 89°46' 59" W, 2,568.12 feet to the POINT OF BEGINNING, containing 13.26 acres, more or less.

This legal description less the stated exception contains a net acreage of 480.63 acres, more or less.



# CONCEPTUAL DEVELOPMENT PLAN

NO.	DESCRIPTION	AREA
C-1	COMMERCIAL	11.8
C-2	COMMERCIAL	11.8
C-3	COMMERCIAL	11.8
C-4	COMMERCIAL	11.8
C-5	COMMERCIAL	11.8
C-6	COMMERCIAL	11.8
C-7	COMMERCIAL	11.8
C-8	COMMERCIAL	11.8
C-9	COMMERCIAL	11.8
C-10	COMMERCIAL	11.8
C-11	COMMERCIAL	11.8
C-12	COMMERCIAL	11.8
C-13	COMMERCIAL	11.8
C-14	COMMERCIAL	11.8
C-15	COMMERCIAL	11.8
C-16	COMMERCIAL	11.8
C-17	COMMERCIAL	11.8
C-18	COMMERCIAL	11.8
C-19	COMMERCIAL	11.8
C-20	COMMERCIAL	11.8
C-21	COMMERCIAL	11.8
C-22	COMMERCIAL	11.8
C-23	COMMERCIAL	11.8
C-24	COMMERCIAL	11.8
C-25	COMMERCIAL	11.8
C-26	COMMERCIAL	11.8
C-27	COMMERCIAL	11.8
C-28	COMMERCIAL	11.8
C-29	COMMERCIAL	11.8
C-30	COMMERCIAL	11.8
C-31	COMMERCIAL	11.8
C-32	COMMERCIAL	11.8
C-33	COMMERCIAL	11.8
C-34	COMMERCIAL	11.8
C-35	COMMERCIAL	11.8
C-36	COMMERCIAL	11.8
C-37	COMMERCIAL	11.8
C-38	COMMERCIAL	11.8
C-39	COMMERCIAL	11.8
C-40	COMMERCIAL	11.8
C-41	COMMERCIAL	11.8
C-42	COMMERCIAL	11.8
C-43	COMMERCIAL	11.8
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C-46	COMMERCIAL	11.8
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C-79	COMMERCIAL	11.8
C-80	COMMERCIAL	11.8
C-81	COMMERCIAL	11.8
C-82	COMMERCIAL	11.8
C-83	COMMERCIAL	11.8
C-84	COMMERCIAL	11.8
C-85	COMMERCIAL	11.8
C-86	COMMERCIAL	11.8
C-87	COMMERCIAL	11.8
C-88	COMMERCIAL	11.8
C-89	COMMERCIAL	11.8
C-90	COMMERCIAL	11.8
C-91	COMMERCIAL	11.8
C-92	COMMERCIAL	11.8
C-93	COMMERCIAL	11.8
C-94	COMMERCIAL	11.8
C-95	COMMERCIAL	11.8
C-96	COMMERCIAL	11.8
C-97	COMMERCIAL	11.8
C-98	COMMERCIAL	11.8
C-99	COMMERCIAL	11.8
C-100	COMMERCIAL	11.8

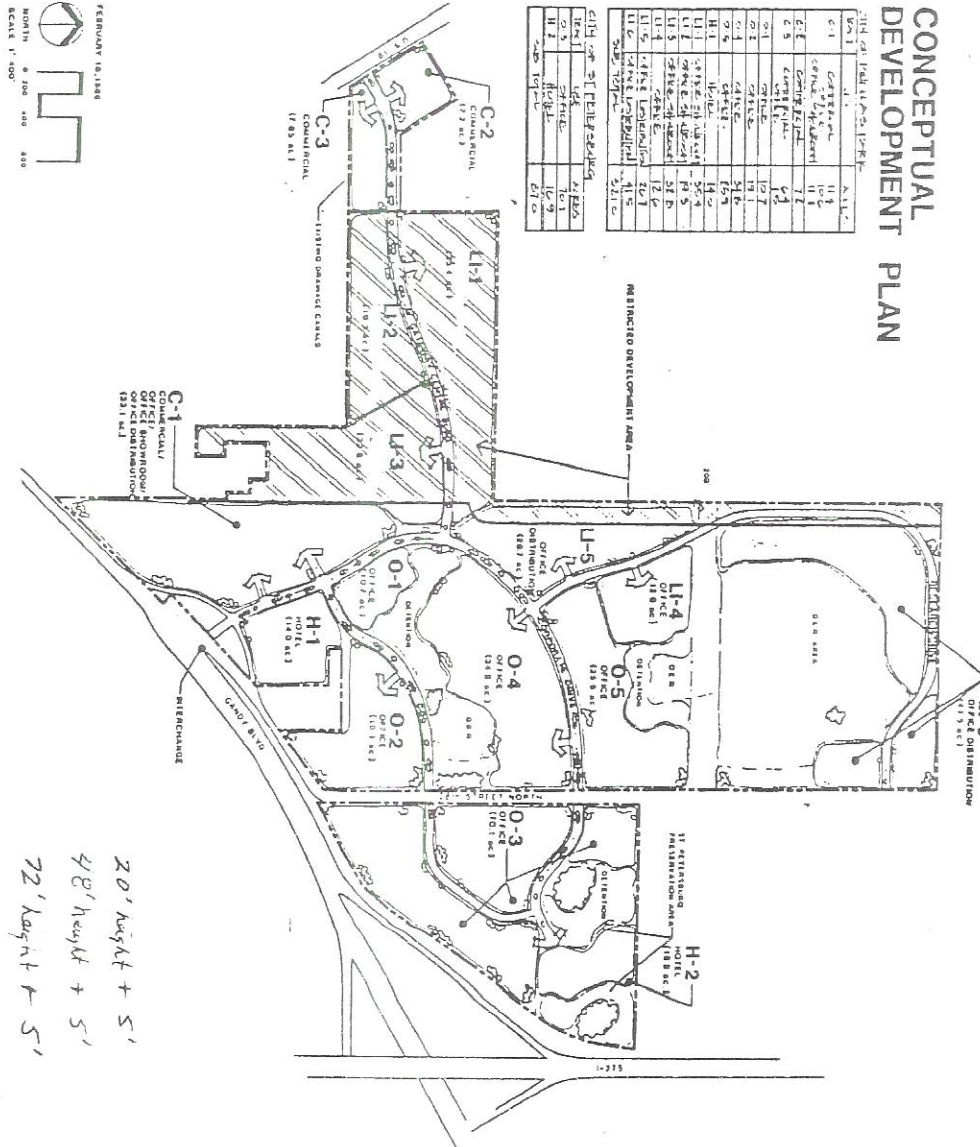


EXHIBIT "B"  
of the Declaration of Covenants, Conditions  
and Restrictions for Gateway Centre

**GATEWAY CENTRE**  
GATEWAY CENTRE  
JOINT VENTURE

The South one-half of Section 23, Township 30 South, Range 16 East, Pinellas County, Florida, lying West of the westerly right-of-way line of I-275, less the West one-half of the Southwest one-quarter thereof, AND LESS existing road right-of-ways taken in Official Records Book 3257, Page 272; Official Records Book 4800, Page 2133 and Official Records Book 5797, Page 572, Public Records of Pinellas County, Florida.

Being more particularly described as follows:

**PARCEL "A"**

For a point of reference commence at the Northeast corner of the Southeast one-quarter of Section 23, Township 30 South, Range 16 East, Pinellas County, Florida; thence N89°45'30"W along the North boundary of said Southeast 1/4, for 403.57 feet (N89°46'41"W, 403.57 feet per D.O.T.), to a set iron rod, said iron rod being a point lying on the westerly right-of-way line of Interstate 275 per O.R. Book 3257, Page 272, said point also being the POINT OF BEGINNING; thence along said westerly right-of-way line of I-275 for the following four courses; thence S08°23'02"W, for 146.00 feet to a found iron rod (S08°20'33"W, 146.76 feet per D.O.T.), said iron rod being a point lying on a curve concave to the Northwest said curve having a central angle of 33°00'16", a radius of 1332.39 feet, an arc length of 767.51 feet, and a chord bearing and distance of S19°29'18"W, for 756.94 feet to a found iron rod, (central angle - 33°00'00", radius - 1332.39 feet, arc - 767.40 feet, C.B. & Dist. - S19°30'27"W 756.84 feet per D.O.T.); thence S36°01'16"W for 1723.75 feet to a found iron rod (S36°00'27"W, 1723.90 feet per D.O.T.), said iron rod being a point lying on a curve concave to the Northwest said curve having a central angle of 15°31'52", a radius of 1045.92 feet, an arc length of 283.52 feet and a chord bearing and distance of S43°48'17"W, for 282.65 feet to a set iron rod (central angle - 15°28'58", radius - 1045.92 feet, arc - 282.63 feet, C.B. & Dist. - S43°46'06"W 281.77 feet per D.O.T.); thence leaving said westerly right-of-way line of I-275 along the northerly boundary of an 80 foot ditch right-of-way per O.R. Book 4800, Page 2133 for the following three courses; thence N36°11'54"W, for 78.99 feet to a found iron rod (N36°12'28"W, 80.43 feet per deed); thence S59°45'10"W, for 338.79 feet to a set iron rod (S59°44'36"W, 338.79 feet per deed); thence N89°53'34"W, for 360.65 feet to a set iron rod (N89°54'08"W 360.65 feet per deed), said iron rod being a point lying on the easterly right-of-way line of 28th Street North (per O.R. Book 5188, page 403); thence N00°04'14"E along said easterly right-of-way line, for 2571.61 feet to a set iron rod, said iron rod being a point lying on the North line of the Southeast one-quarter of said Section 23; thence S89°43'30"E along said North line, for 2180.00 feet to a set iron rod said iron rod being a point lying on the westerly right-of-way line of I-275 (per O.R. Book 3257 page 272), said point also being the POINT OF BEGINNING.

**TOGETHER WITH:**

The West 466.28 feet of that part of the Northwest 1/4 of the Northeast 1/4 North and West of Gandy Boulevard (S.R. 600), less the West 33 feet for street, Pinellas County, Florida, less and except that portion of the above described property which lies within the boundary of the following described property:

Begin on the North boundary line of Section 26, Township 30 South, Range 16 East, at a point N.89°53'33"W., 1626.78 feet from the Northeast corner thereof, being on the North boundary line of Gandy Boulevard (S.R. S-694); Thence continue N.89°53'33"W., 567.08 feet; Thence S.62°55'39"W., 511.85 feet More or Less to the centerline of C.R. 149, at a point S.00°19'19"E., 233.21 feet from the Northwest corner of the Northeast 1/4 of Section 26, Township 30 South, Range 16 East; Thence S.00°19'19"E., 353.77 feet to the North boundary of Gandy Boulevard. (S.R. S-694); Thence N.60°09'16"E., 1175.61 feet More or Less to Point of Beginning.

Also less and except the following described property:

That portion of the East 42 feet of the West 75 feet of the the said Northwest 1/4 of the Northeast 1/4 of Section 26, lying Northwesterly of that certain Limited Access right-of-way of Gandy Boulevard (S.R. S-694) as recorded in O.R. 3204, pages 41-58, Public Records of Pinellas County, Florida.

**TOGETHER WITH:**



Lots 3 and 4, A.M.S. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 67, Page 56, Public Records of Pinellas County, Florida.

TOGETHER WITH THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL EAST OF 28TH STREET:

Begin at the SE corner of the SW 1/4 of Section 23, Township 30 South, Range 16 East, Pinellas County, Florida; thence N 89°48'21" W., along the south boundary of said SW 1/4, a distance of 1325.15 feet to the SW corner of the SE 1/4 of said SW 1/4; thence N 0°08'20" E., along the west boundary of said SE 1/4, a distance of 80.00 feet; thence S 89°48'21" E., 80.00 feet from and parallel with said south boundary, a distance of 1325.08 feet to a point on the east boundary of the SE 1/4 of said SW 1/4, and the west boundary of the SE 1/4 of said Section 23; thence S 89°54'08" E., 80.00 feet from and parallel with the south boundary of said SE 1/4, a distance of 435.65 feet; thence N 59°44'36" E., 338.79 feet; thence S 36°12'28" E., 80.43 feet to a point on the northwesterly interstate 275 right-of-way fence; thence southwesterly, along and with said fence, a chord bearing and distance of S 59°44'36" W., 368.83 feet to a point on the south boundary of the SE 1/4 of said Section 23 that is 457.33 feet from the SW corner of said SE 1/4; thence N 89°54'08" W., along said south boundary, 457.33 feet to the point of beginning, subject to rights-of-way of record.