

**Prepared By/Return To:**

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**Declaration Of Easements, Covenants, Conditions,  
And Restrictions Of Gateway Commerce Center**

**This Declaration** made by Duck Box Properties, LLC (hereinafter referred to as "Developer").

**Recitals**

**Whereas**, Developer is the sole owner of those certain parcels of real Properties situated in Lake County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein by reference.

**Whereas**, Developer desires to impose a common plan of development on said real Properties for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

**Now Therefore**, Developer hereby declares that all of the real Properties described in **Exhibit "A"** attached hereto shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real Properties and be binding upon all parties having the right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each owner thereof, as said terms are hereinafter more particularly defined.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of Gateway Commerce Center", now or hereafter made in other instruments of the Public Records of Lake County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of Gateway Commerce Center Properties Owners Association, Inc., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

**Article I  
Definitions and Construction**

**Section 1.1 "Association"** means Gateway Commerce Center Properties Owners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. The Articles of Incorporation and Bylaws of the Association are attached hereto as **Exhibits "B"** and **"C"**, respectively, and made a part hereof.

**Section 1.2 "Owner"** means the record owner, whether one or more persons or entities, of the fee simple title of any lot which is part of the Properties, including contract sellers, but excluding

any other party holding such fee simple title merely as security for the performance of an obligation.

**Section 1.3 "Properties"** means those certain parcels of real Properties described in **Exhibit "A"** together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 1.4 "Common Area"** means all real Properties owned by the Association for the common use, benefit, welfare and enjoyment of the owners. The Common Area to be owned by the Association shall be designated by the Developer or as designated on the plat of record. Notwithstanding the foregoing, "Common Area" means (i) all real Properties shown on the plat referenced as "Common Area" or "Tract" dedicated for the common use and enjoyment of the owners or residents, including wetland preserves, wetland buffers, preservation areas, recreational areas and open areas, (ii) surface water management system and all roads and rights of way within the subdivision, (iii) private roadways, common driveways, swales, landscape areas, and any other areas of common use, and (iv) all furniture, fixtures and equipment, and other improvements serving the Common Areas.

**Section 1.5 "Lot"** means any unit of land designated as a lot on the recorded subdivision map or plat of the Properties, together with all improvements thereon, or such other unit of land subsequently brought within these restrictions as a Lot.

**Section 1.6 "Developer"** collectively means Duck Box Properties, LLC, and such of their successors and assigns.

**Section 1.7 "Recorded"** means filed for record in the Public Records of Lake County, Florida.

**Section 1.8 "Person"** means any natural person or artificial legal entity.

**Section 1.9 "Interpretation"** Unless the contract otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the properties by providing a common plan for the development and preservation thereof. 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.

**Section 1.10 "Board of Directors"** means the Board of Directors of Gateway Commerce Center Properties Owners Association, Inc.

**Section 1.11 "Surface Water or Stormwater Management System"** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

**Section 1.12 “Maintenance”** means the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, potable water wells, treatment and distribution systems, storm water run off collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

**Section 1.13 “Community”** means the real Properties that is or will be subject to this Declaration. The term “Community” includes all real Properties, including undeveloped phases, that is or was the subject of a development order, together with any approved modification thereto.

## **Article II Properties Rights**

**Section 2.1 Owners' Easements of Enjoyment.** Every Owner, agent and its invitees shall have a non-exclusive right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- a. The right of the Association to make regular and special assessments and other fees for the construction, beautification, repairs, and maintenance of the Common Area.
- b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment or fee, other than the annual assessment, against a Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- c. The right of the Association to suspend the voting rights of an Owner for any period during which the annual assessment against a Lot remains delinquent in excess of ninety (90) days.
- d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two thirds (2/3) of the members.
- e. The right of Developer or Association to enter into a non-exclusive lease agreement or other form of agreement allowing persons, other than Owners to use the Common Area.

**Section 2.2 Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

**Section 2.3 Title to Common Areas.** Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and

other charges that are liens against the Common Areas from and after the recording of this Declaration. At such point in time as Developer has conveyed ninety percent (90%) or more of the Lots comprising the Properties, Developer shall convey the Common Areas to the Association by quitclaim deed. Developer shall not be required to provide any title insurance or other related title documents to Association in connection with the conveyance of the Common Areas.

#### **Section 2.4 Other Easements.**

- a. Easements for installation and maintenance of underground utilities, cable, fiber, water, drainage facilities, landscaping and fencing, are hereby reserved over the common, reserved and dedicated areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or damage, interfere or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance that a public authority or utility company is responsible, and except as otherwise provided in this Declaration.
- b. Developer and its successor and assigns, and Association shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Area to carry out any of the duties, purposes or reservations and rights reserved herein, or on the plat(s) of the Properties.
- c. **Common Fence Easement.** Developer has installed, or plans to install, fencing and landscaping around the entire perimeter of the Properties, and portions of such landscaping and fencing shall be located on Lots, Tracts, and Common Area, as appropriate. Developer and its successor and assigns, and Association shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Area to maintain, remove, replace, and upgrade such fencing and landscaping, as determined by the Association.
  - i. The Owner of any Lot upon which the landscaping and fencing is located shall not take any action, or permit such action or inaction, as to damage the fencing or landscaping. Further, the Owner of any Lot upon which the landscaping and fencing is located shall not place erect any structure, place additional landscaping, or place any lines, cables, or pipes within ten feet of the fence. The Association shall have the right to substitute the materials of the fence with any other border material, including a solid block wall or wooden fence, at the Association's discretion.
  - ii. In the event that the Association determines it is necessary or desirable to perform maintenance on, upgrade, replace or repair such fencing and landscaping, the Association shall pay all such expense out of the assessments.
- d. **Easements for Encroachments.** Developer hereby reserves the right to grant

easements for encroachments in the event any improvements upon the Common Areas encroach into a Lot, or any improvements upon a Lot encroach into Common Areas or a Lot, as a result of minor inaccuracies in survey, construction, reconstruction or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System without the written consent of the St. Johns River Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or Association.

**Section 2.5 Right of Entry.** Developer and Association, through their duly authorized employees and contractors and agents shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance or exercise any right as may be authorized herein.

**Section 2.6 Developer Privileges.** Developer, its successors or assigns, is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Lots to any person or entity. Developer, through any agency or contractual arrangements with third parties, shall have the right to transact in the Community any business necessary to consummate the sale of Lots, including, but not limited to, the right to maintain an office, model homes, spec homes, to have signs on Lots and Common Area, to have employees in an office, and to utilize the common elements and to show the Lots and improvements located thereon to prospective purchasers. No rights reserved to Developer hereunder or under any other provisions of this Declaration and the exhibits hereto shall be waived, altered or amended without the express written consent of Developer.

### **Article III Membership and Voting Rights**

**Section 3.1 Membership Classes.** There shall be two classes of membership:

- a. **Voting Members.** The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.
- b. **Nonvoting Members.** The Association shall have "Nonvoting Members" of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple titleholders of Lots

within the boundaries of the Properties encumbered by the Declaration. Prior to Developer relinquishing control of the Association, as provided hereinafter, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, and Articles of Incorporation and Bylaws of the Association.

**Section 3.2 Membership.** Every Owner of a Lot that is subject to assessment shall be either a Voting Member or Nonvoting Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights of an Owner who is contract seller to his vendee in possession. There shall be only one vote for each Lot. If there are multiple Owners for a Lot or Lots, the Owners shall designate in writing the voting Owner.

**Section 3.3 Developer Control.** The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties. Developer's complete control of the Association includes, but is not limited to, Developer, as the initial Voting Member, appointing all of the directors to comprise the Board of Directors of the Association. Within three (3) months after the earlier of (i) ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, or (ii) on written notification to the Association from Developer, at Developer's sole discretion, to relinquish complete control of the Association, Developer shall relinquish control of the Association to the then Lot Owners, and the Lot Owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the Lot Owners assume control of the Association as Voting Members subject to the terms and conditions of these Declarations of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the Lot Owners, shall be entitled to one (1) vote for each Lot that the Developer owns. Prior to Developer relinquishing control of the Association, as provided herein, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, and Articles of Incorporation and Bylaws of the Association.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

#### Article IV

### Covenant for Maintenance Assessments

**Section 4.1 Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) initial assessments or charges; (ii) annual assessments or charges; and (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided hereafter in this Article. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

### Section 4.2 Purpose of Initial Assessment and Annual Assessments.

- a. **Initial Assessment.** An initial assessment on each Lot may be levied by the Association and paid by each Lot Owner acquiring title to a lot at the time of the initial purchase from Developer or subsequent transfer of a Lot(s) for the purpose of deferring certain costs and expenses incurred by the Association by the additional or subsequent Lot Owner's admission to the Association.
- b. **Annual Assessment.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Properties, and for the use, repair and maintenance of the Common Area and improvements thereto. In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the owner of a Lot, their family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Lot is subject.
- c. **Stormwater and Surface Water.** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

**Section 4.3 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 aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal Properties related thereto, and provided that any such assessment shall have the assent of not less than seventy percent (70%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, while Developer is complete control of the Association, as

provided under Article III, Section 3.3 of this Declaration, the Association, by the majority vote of the Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal Properties related thereto. The action of the Board of Directors pursuant to this provision neither requires the assent of the members, nor the necessity to establish a quorum at a meeting called for the purpose of levying the special assessment, as provided in Section 4 immediately hereinafter.

**Section 4.4 Notice and Quorum of Any Action Authorized Under Sections 4.3 and 4.9.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.9 hereof shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.5 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, semi-annual or annual bases as determined by the Board of Directors.

**Section 4.6 Date of Commencement of Annual Assessments and Due Dates.** The annual assessments as provided for herein shall commence for each Lot upon its sale by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for 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 is binding upon the Association as of the date of its issuance.

**Section 4.7 Effect of Non-payment of Assessment: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. In either event, the non-paying owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefore. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the respective lot.

The lien for unpaid assessments shall attach to the respective lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s)



Owner(s), amount of assessment and due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. The personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

**Section 4.8 Subordination of the Lien to Mortgagee.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 4.9 Amount of Initial Assessments and Annual Assessment.**

a. **Initial Assessment.** In addition to the annual assessment, an initial assessment on each Lot may be charged and paid by each Lot Owner at the time of the initial purchase of a Lot(s) from Developer or its successor in title for the purpose of deferring certain costs and expenses incurred by the Association by the additional Lot Owner's admission to the Association. The Board of Directors shall establish the initial assessment.

b. **Annual Assessment.** In addition to the initial assessments, each Lot Owner shall pay annual assessments. The Board of Directors shall establish the initial annual assessment. Thereafter, the Board of Directors may increase the annual assessment ten percent (10%) annually above the maximum annual assessment for the previous year. The maximum annual assessment may be increased above ten percent (10%) only with the assent of not less than seventy five percent (75%) of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, while Developer is in control of the Association, as provided in Article III, Section 3.3 of this Declaration, the Board of Directors may increase the annual assessment above the maximum limit (i.e. 10% of the annual assessment for the previous year) without the assent of the members, and necessity to establish a quorum at a meeting called for such purpose, as provided in Article III, Section 3.4.

While Developer is in control of the Association, as provided in Article III, Section 3.3 of this Declaration, Developer shall be excused from payment of its share of the operating expenses and assessments related to Developer's Lots, but Developer thereby assumes the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association.

**Article V  
Exterior Maintenance**

**Section 5.1 Maintenance of Premises.** In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situate thereon in accordance with these Declaration in a manner satisfactory to the Board of Directors of the Association and after a thirty

(30) day notice given by the Board of Directors to the Lot Owner apprising him of the maintenance deficiencies, and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior of buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall become a special assessment against the Lot upon which the maintenance was performed.

**Article VI**  
**Road Right of Way, Easements,**  
**Entrance Maintenance and Common Areas**

**Section 6.1** Association shall be responsible for the maintenance, repair, beautification and landscaping of private roads, road rights of way, all lighting installed for the benefit of the Community, entrance to the Community, all easements and all other areas of the Community which are either Common Areas or areas dedicated to the public or for common use of the Community, unless these items are being maintained by some governmental entity or agency. Further, the Association shall be responsible for all other improvements properly authorized hereunder or previously installed or constructed.

Notwithstanding the foregoing, the Association shall have no liability to any Owner to repair the roadway to a standard beyond the discretion of the Board of Directors. Further, the Association shall have no liability to any Owner for any inconvenience caused by road repair or maintenance.

**Section 6.2 Common Area Easements.** Notwithstanding anything to the contrary, the Association, Developer and its principals, hereby reserve the right to grant or prohibit additional easements across or to common properties as defined in this Declaration and/or as set forth on the plat of the Community, or any other plat comprising all or a portion of the Properties.

**Section 6.3 Utilities Easements.** There is hereby reserved for the purpose of installing and maintaining private government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the Properties, those easements to be shown upon the plat(s) of the Properties, each easement being designated "Utility Easement".

**Section 6.4** No structure, fence, or other material shall be placed or permitted to remain within the easements or Common Areas, except those improvements placed by approval of the Association or the Developer, which would include, but not be limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting, or plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may interfere with the Association facilities. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

**Section 6.5** Association and its agents, licensees and assigns shall have a perpetual non-

exclusive easement over, across and through all Lots for purposes of providing such access to Common Areas in order to perform clearing and maintenance services. Use of such easement by the parties to whom granted shall not be deemed a trespass.

**Section 6.6 Notices and Disclaimers as to Water Bodies.** Neither Developer, nor Association, nor their respective officers, directors, committee or Board members, employees, management agents, contractors or subcontractors shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal or other water body within the Properties, except as such responsibility may be specifically imposed by, or contracted for with, an applicable governmental or quasi-governmental agency or authority. By the acceptance of deed or other conveyance or mortgage, license or other interest, and by using any portion of the Properties, each such Owner, occupant or user automatically acknowledges, stipulates and agrees; (i) not to enter upon, or allow children, guests or other persons under their control or direction to enter upon (regardless of whether such entries is a trespass or otherwise) any Lake, canal or water body within the Properties except as specified and permitted by this Declaration or the Association; (ii) Developer, Association and the other parties listed herein shall not be liable but, rather, shall be held harmless, from any and all losses, damages, (compensatory, consequential, punitive or otherwise) injuries or death arising from or relating to the aforesaid activities; (iii) and this acknowledgment and agreement is a material inducement to developer to sell, convey and/or allow the use of the applicable portion of the Properties. All persons are hereby notified that from time to time alligators and other wild life may in habitat or enter into water bodies within the Properties and may pose a threat to persons, pets and Properties, but that Developer, Association, and or their agents and assigns are under no duty to protect against, and in any manner warrant against, any death, injury or damage caused by such wild life.

**Section 6.7 Security.** The Association may, but shall not be obligated to, make improvements to, and/or maintain or support certain activities within the Properties designed to make the Properties safer than it otherwise may be. Neither the Association, Developer, nor any successor Developer shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, alarm system, or other security system cannot be comprised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss, or provide the detection or protection for which the system is designed or intended. Each Lot Owner acknowledges, understands and covenants to inform occupants of any residence constructed on a Lot that the Association, its Board of Directors and committees, Developer and any successor Developer are not insurers and that each person using the Properties assumes all risks for loss or damage to persons, to units, and to the contents of units resulting from acts of third parties.

**Section 6.5 Surface Water or Stormwater Management System.**

- a. **Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system consistent with the requirements contained within the St. Johns River Water Management District permit issued for the Properties and all applicable District rules. Any repair or reconstruction of

the surface water or stormwater management system shall be done only by the approval of the St. Johns River Water Management District, unless the of repair or reconstruction does not legally require approval or the requirement for approval is waived.

- b. **Easement for Access and Drainage.** The Association shall have a perpetual nonexclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.
- c. **Amendment.** Prior to the Association's approval of any amendment to the Declarations which proposes to alter any provision relating to the surface water or stormwater management system, other than an amendment and restatement of the Declarations that does not change the language relating to the surface water or stormwater management system, must have the prior written approval of the St. Johns River Water Management District.
- d. **Enforcement.** In addition to the enforcement mechanisms set forth in these Declarations, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declarations which relate to the maintenance, operation, and repair of the surface water of stormwater management system,
- e. **Stormwater Maintenance.** The Developer has constructed a surface water or stormwater management system for the purpose of managing and containing the flow of excess surface water. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the surface water or stormwater management system is prohibited. No alteration of the surface water or stormwater management system shall be authorized and any damage to any drainage swale, shall be repaired and the drainage swale returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the drainage swale is located or the Association.
- f. **Dissolution.** In the-event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

## Article VII

### General Restrictions

**Section 7.1 Use Restrictions.** No Lot shall be used except for such commercial, industrial, manufacturing, or a combination thereof, purposes as established by the Developer's Agreement between the Developer and the City of Umatilla and Ordinances 2020-B, as amended from time to time. Nothing shall be done on any Lot that may become a nuisance or an unreasonable annoyance to the Owners of the other Lots.

**Section 7.2 Signage.** All signage erected on the Properties shall comply with the City of Umatilla's regulations. Other than as erected by the Developer or the Association, all signage requires the prior, written consent of the Association.

a. **Prohibited Signage.** The following types of signs are prohibited:

- a. Animated, moving, rotating or sound emitting signs.
- b. Billboards.
- c. Benches utilized for signs.
- d. Portable signs which are not permanently affixed to any structure on the site, or permanently mounted to the ground.
- e. Signs mounted, attached, or painted on motor vehicles, trailers or boats when used as additional advertising signs or near the premises and not used in conducting a business or service.
- f. Roof-mounted signs or signs which project above the highest point of the roof line or the fascia of the building.
- g. "Going out of Business" or similar signage indicating a distressed property.
- h. Roadway median or right of way signage.

**Section 7.3 Condition of Building and Grounds.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on a Lot that shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

**Section 7.4 Offensive Activity.** No noxious or offensive activity shall be carried on, or upon, the Properties, or additions to the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. There shall not be maintained any plants, animals, or device, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish, or destroy, the enjoyment of other Properties in the neighborhood by the owners thereof; and further, all domestic animals shall either be kept on a leash, or kept within an enclosed area.

**Section 7.5 Sewage.** Prior to the occupancy of a structure on any Lot, proper and suitable provision shall be made for the disposal of sewage.

**Section 7.6 Other Restrictions.** The Association or Developer shall have the authority, from time to time, to promulgate other reasonable restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances,

garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, sight distance at intersections, utility connections, television antennae, driveway construction, landscape buffers and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Developer or Association to promulgate and enforce such Residential Planning Criteria. Once the Developer or Association promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Developer modifies, changes, or promulgates new restrictions, or the Board of Directors of the Association modifies, changes, or promulgates new restrictions.

### **Article VIII General Provisions**

**Section 8.1 Enforcement.** The Developer, the Association, or any Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Developer, Association, or by any owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of this Declaration shall be entitled to recover attorney's fees for trial and appeal and court costs for the same.

**Section 8.2 Severability.** Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment, or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

#### **Section 8.3 Term of Declaration and Amendments.**

- a. **Term of Declaration.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. At the time of renewal, the Association shall take all appropriate action under the Marketable Record Title Act to preserve the Association's Restrictions.
- b. **Amendments.**
  - i. **Generally.** While Developer has complete control of the Association, as provided in Article III, Section 3.3 of this Declaration, Developer may amend this Declaration, at its sole discretion, by the recordation of an amendatory instrument in the Public Records of Lake County, Florida, executed by Developer only. Thereafter, this Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided Developer has not relinquished control, as defined in Article III, Section 3.3 of this Declaration. Any amendment must be properly recorded in the Public Records of Lake County, Florida, to be effective.

- ii. **Error or Omission.** Developer reserves the right to amend this Declaration to correct typographical errors and errors of omission, which amendments must be signed and acknowledged only by Developer and need not be approved by the Association, Lot Owners or lienors or mortgages of Lots, whether or not elsewhere required for an amendment.

**Section 8.4 No Subdivision.** None of the lots in Community shall be divided or sold except as a whole, without the written approval of the Developer or Association and no additional streets shall be constructed on or across any lot without the approval of the Developer or Association.

**Section 8.5 Additional Properties.** The Developer reserves the right to add additional properties, which would be subject to all the terms and conditions of this Declaration, and would be under the jurisdiction of the Association.

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional Properties that shall extend the scheme of the covenants and restrictions of this Declaration to such Properties. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Properties and as are not inconsistent with the scheme of this Declaration.

No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the common areas or tracts as established hereunder except to grant to the Owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

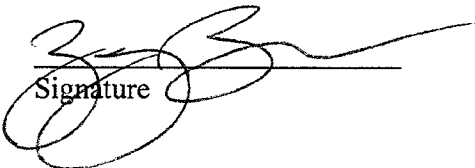
**Section 8.6 Notification of Sale or Other Alienation.** On the sale or transfer any interest in a Lot and/or improvement located thereon, said Lot Owner must deliver to the Board of Directors a written notice containing the name, address and such other information required by the Board of Directors of the person to whom purchased or transfer is made, and terms of the sale or transfer. Lot Owner and buyer/lessee shall permit the Board of Directors through any reasonable means deemed appropriate by the Board of Directors to verify the correctness of such notice and other information submitted to the Board of Directors.

**In Witness Whereof,** the undersigned, being the Developer, has hereunto set his hands and seals this 10 day of August, 2020.

Signed, sealed and delivered  
in the presence of:

**Developer:**

**Duck Box Properties, LLC**

  
Signature

Zachary Berman  
Print

By: [Signature]  
H. Scott Purvis, as its Manager

\_\_\_\_\_  
Signature

Kevin Rossi  
Print

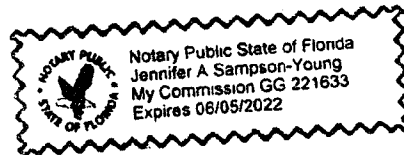
[Signature]  
Signature

State of Florida  
County of LAKE

I hereby certify that on this 10<sup>th</sup> day of AUGUST, 2020, before me, by means of  physical presence or  online notarization, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared H. Scott Purvis, as the Manager of Duck Box Properties, LLC, \_\_\_ who are personally known to me or  who produced a FL DL as identification and who \_\_\_ did  did not take an oath.

[Signature]  
Notary Public Jennifer Sampson-Young

Printed Name of Notary  
My Commission Expires:





**Exhibit "A"**

(Legal Description)

THAT PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE FOR STATE ROAD 19 AND LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY FOR MILLS AVENUE, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 23; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, S00°42'54"E ALONG THE EAST LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 23 FOR 351.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°42'54"E ALONG SAID EAST LINE FOR 990.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SAID SOUTHEAST 1/4 OF SECTION 23; THENCE CONTINUE S00°42'54"E ALONG SAID EAST LINE FOR 415.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 415.00 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE TURN AN ANGLE TO THE LEFT OF 89°44' AS DEPICTED ON THE SURVEY BY C.F. WHITCOMB, REGISTERED LAND SURVEYOR NO. 113, DATED JANUARY 26, 1934 AND RUN ALONG SAID SOUTH LINE, S89°33'06"W FOR 1336.61 FEET TO A POINT ON THE WEST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°23'47"W ALONG SAID WEST LINE FOR 83.69 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4628, PAGE 1081, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID LANDS THE FOLLOWING THREE (3) COURSES: N89°33'06"E ALONG SAID SOUTH LINE, (SAID LINE BEING PARALLEL WITH AND PERPENDICULAR TO, THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, ACCORDING TO SAID C.F. WHITCOMB SURVEY), FOR 133.03 FEET; THENCE N00°03'54"W FOR 80.00 FEET; THENCE S89°33'06"W ALONG A PARALLEL LINE BEING 250.00 FEET SOUTH OF AND PERPENDICULAR TO, THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 ACCORDING TO SAID C.F. WHITCOMB SURVEY, FOR 133.49 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N00°23'47"W ALONG SAID WEST LINE FOR 180.03 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4742, PAGE 175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID LANDS THE FOLLOWING THREE (3) COURSES: N89°33'06"E ALONG SAID SOUTHERLY LINE, (SAID LINE BEING PARALLEL WITH AND PERPENDICULAR TO, THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 ACCORDING TO SAID C.F. WHITCOMB SURVEY, FOR 165.94 FEET; THENCE N00°03'54"W FOR 70.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 ACCORDING TO SAID C.F. WHITCOMB SURVEY; THENCE S89°33'06"W ALONG SAID NORTH LINE FOR 166.35 FEET TO THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE N00°23'47"W ALONG SAID WEST LINE FOR 339.46 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5142, PAGE 1559, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LANDS THE FOLLOWING TWO (2) COURSES: N89°33'06"E, ALONG SAID SOUTHERLY LINE, (SAID LINE BEING PARALLEL WITH AND PERPENDICULAR TO, THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 ACCORDING TO SAID C.F. WHITCOMB SURVEY, FOR 360.00 FEET; THENCE N00°23'47"E FOR 240.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, N89°33'06"E FOR 12.00 FEET; THENCE N00°23'47"W FOR 225.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°50'05" FOR A DISTANCE OF 273.81 FEET TO THE POINT OF TANGENCY; THENCE N41°26'19"E FOR 102.05 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°05'43" FOR A DISTANCE OF 107.59 FEET TO THE POINT OF TANGENCY; THENCE N00°20'35"E FOR 75.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT (SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE FOR MILLS STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 1010, PAGE 88, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°39'25"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 445.86 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S00°42'54"E FOR 70.00 FEET; THENCE S89°39'25"E FOR 45.00 FEET; THENCE S00°42'54"E FOR 75.00 FEET; THENCE S89°39'25"E FOR 100.00 FEET; THENCE S00°42'54"E FOR 181.42 FEET; THENCE S89°39'25"E FOR 186.00 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE POINT OF BEGINNING.

## **Exhibit "B"**

### **Articles of Incorporation of Gateway Commerce Center Property Owners Association, Inc.**

The undersigned, for the purpose of forming a nonprofit corporation under Florida Statutes, Chapters 617, do hereby make and adopt the following Articles of Incorporation:

#### **Article I Name**

The name of the Corporation is "Gateway Commerce Center Property Owners Association, Inc.", hereafter referred to as the "Association"

#### **Article II Commencement of Corporate Existence and Duration**

The date that corporate existence shall begin is the date of filing of these Articles with the Department of State. The duration (term) of the Association is perpetual.

#### **Article III Purposes and Powers**

The Association is organized, and shall be operated exclusively for, the following purposes:

1. To enforce the Declaration of Easements, Covenants, Conditions and Restrictions of Gateway Commerce Center (the "Declaration"), which instrument encumbers that certain commercial development in Lake County, Florida, known as "Gateway Commerce Center", and be the Association referred to in said Declaration, and to assess property owners in accordance with said Declaration, and levy and collect adequate assessments against its Members for the cost of maintenance and operation of the Association.
2. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 162168-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.
3. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
4. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including, without limiting the generality of the foregoing, to sue or be sued on behalf of the affairs of the Association, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, manage, option, donate or otherwise dispose of such property

and the income, principal and proceeds of such property, for any of the purposes set forth herein.

5. To do such other things as are incidental to the purposes of the Association or necessary or desirable in order to accomplish them.

#### **Article IV Dissolution**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

#### **Article V Membership and Voting Rights**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or portion thereof that is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, or persons who are leasing a Lot within the Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit that is subject to assessment by the Association.

The Association shall have Voting Members who shall be selected as provided in the Bylaws and shall have all the rights and privileges of members of the Association. The Bylaws shall also provide for Non-voting Members, who shall consist of all of those persons who are, from time to time, the record fee simple title holders of lots in Gateway Commerce Center as set forth in the Declaration of Restrictions, Easements, and Covenants of Gateway Commerce Center recorded in the Public Records of Orange County, Florida.

The Non-Voting Members shall have such rights and privileges as are set forth in the Bylaws, but shall not have the right to vote. Within three (3) months after ninety percent (90%) or more of the lots in all phases of the "Community", as defined in the Declaration, that will ultimately be operated by the Association have been conveyed by Developer to third parties, Developer shall relinquish control of the Association to the then lot owners, and the lot owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the lot owners assume control of the Association subject to the terms and conditions of the Declaration, and such other instruments governing the Association and its members. Each lot owner shall thereafter be a Voting Member of the Association and its voting privileges cannot thereafter be suspended or removed as long as it remains a unit owner, unless provided otherwise in the Declaration, or any other Florida law regulating property owners' associations.

**Article VI**  
**Principal Office of the Association**

The mailing address of the initial principal office of the Association is 600 CRESCENT ST UMATILLA, FL 32784, and the street address is 600 CRESCENT ST, UMATILLA, FL 32784.

**Article VII**  
**Initial Board Of Directors**

The management of the Association shall be vested in the Board of Directors. The number of Directors constituting the initial Board of Directors is three. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three. The Voting Members shall elect the Directors at the annual meeting of Voting Members. The name and address of each initial Director of the Association is as follows:

<b>Name</b>	<b>Address</b>
H. Scott Purvis	600 CRESCENT ST UMATILLA, FL 32784
H. Michael Purvis	600 CRESCENT ST UMATILLA, FL 32784
Karen Purvis	600 CRESCENT ST UMATILLA, FL 32784

At the first annual meeting of the Association, the Members shall elect individuals to the Board of Directors, the terms of office of the directors to the Board of Directors shall be fixed at one (1) year, two (2) years and three (3) years. The Board of Directors shall be elected simultaneously with one ballot or election. At the expiration of the initial terms of office of each respective director of the Board of Directors, a successor shall be elected to serve for a similar term as the director being replaced. The directors comprising the Board of Directors shall hold office until their respective successor has been elected by the Association.

**Article VIII**  
**Officers**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such other Officers and Assistant Officers as may be provided in the Bylaws. Each Officer shall be elected by the Board of Directors (and may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws. The name and address of each initial Officer of the Association is as follows:

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	H. Scott Purvis	600 CRESCENT ST

and Treasurer

UMATILLA, FL 32784

Vice-President  
and Secretary

Karen Purvis

600 CRESCENT ST  
UMATILLA, FL 32784

### **Article IX Incorporators**

The name and address of each Incorporator is as follows:

**Name**

**Address**

H. Scott Purvis

600 CRESCENT ST  
Mount Dora, Florida 32757

### **Article X Bylaws**

The Bylaws of the Association are to be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors.

### **Article XI Amendment**

The Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors, and Officers are subject to this reservation. Amendment of these Articles of Incorporation may be proposed by a resolution executed by at least 25% of each class of members of the Association, which proposal shall be presented to a quorum of members for their vote. Amendment of these Articles of Incorporation shall require the consent of two-thirds (2/3) of each class of members of the Association.

### **Article XII Indemnification**

The Association shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not for Profit Corporation Act.

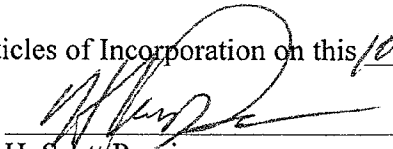
### **Article XIII Conflict**

In the event that any provision of these Articles of Incorporation conflict with any provision of the Declaration, the provision of the Declaration in conflict shall control.

### **Article XIV Initial Registered Office and Agent of The Association**

The street and mailing address of the initial registered office of business and principal office of the Association is Bowen, Schroth, Mazenko & Broome, P.A., 600 Jennings Ave, Eustis, FL 32726, and the initial registered agent of the Association at that address is Zachary Broome.

**In Witness Whereof**, the undersigned has signed these Articles of Incorporation on this 10 day of August, 2020.

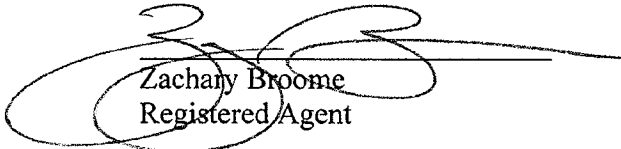
  
\_\_\_\_\_  
H. Scott Purvis  
Incorporator

---

**Acceptance By Registered Agent**

The undersigned hereby accepts the appointment as Registered Agent of Gateway Commerce Center Property Owners Association, Inc., which is contained in the foregoing Articles of Incorporation.

Dated this 10 of August, 2020.

  
\_\_\_\_\_  
Zachary Broome  
Registered Agent

## Exhibit "C"

### Bylaws Of Gateway Commerce Center Property Owners Association, Inc.

Gateway Commerce Center Property Owners Association, Inc. is the nonprofit corporation organized to enforce the Declaration of Restrictions, Easements, and Covenants of Gateway Commerce Center (the "Declaration"), which instrument encumbers that certain commercial development in Lake County, Florida, being developed by Duck Box Properties, LLC, (hereinafter collectively referred to as "Developer").

#### Article I Offices

The principal office of the Association shall be in the State of Florida. The Association shall designate a registered office in accordance with Florida law and shall maintain it continuously. The Association may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

#### Article 2 Members

**Section 1. Membership Classes.** There shall be two classes of membership:

- a. Voting Members. The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.
- b. Nonvoting Members. The Association shall have Nonvoting Members of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple title holders of lots in Gateway Commerce Center, on which homes may be constructed as set forth in the Declaration of Restrictions, Easements and Covenants recorded in Lake County, Florida (hereinafter referred to as "Declaration of Restrictions"). Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

**Section 2. Transfer of control.** The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the lots in all phases of the "Community", as defined in the Declaration of Restrictions, which will ultimately be operated by the Association have been conveyed by Developer to third parties. Within three (3) months after ninety percent (90%) or more of the lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, Developer shall relinquish control of the Association to the then lot owners, and the lot owners, other than Developer, are entitled to



elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the lot owners assume control of the Association as Voting Members subject to the terms and conditions of the Declaration of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the lot owners, shall be entitled to one (1) vote for each lot that the Developer owns.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

**Section 3. Transfer of Membership.** The rights of each Owner shall be appurtenant to his or her ownership of a lot, may not be separated from said ownership, and shall automatically pass to the heirs, successors and assigns (including mortgagees) of an Owner upon the recordation of the change in ownership of the lot in the Public Records of Lake County, Florida, and in the records of the Association.

**Section 4. Annual Meetings.** The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Association shall be held at the times and places designated by the Board of Directors or the President of the Association. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Association or the validity of actions of the Association.

**Section 5. Special Meetings.** Special Meetings must be held when called by the Board of Directors of the Association or by at least twenty five percent (25%) of the total voting interests of the Association. Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

**Section 6. Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Association in the State of Florida.

**Section 7. Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the

Association with postage thereon prepaid.

**Section 8. Waiver of Notice.** A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**Section 9. Voting Record.** If the Association has six (6) or more Voting Members of record, the officers having charge of the membership records of the Association shall make, at least three (3) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice, to vote, to express consent or dissent from any proposal, or for any other proper purpose. Such record date shall not be more than 30 days nor less than 10 days prior to the date of such meeting or consent, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day prior to the meeting being held. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors of the Corporation.

**Section 10. Member Quorum and Voting.** Unless otherwise required in the Articles of Incorporation or Declaration, thirty percent (30%) of the total voting interest shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by a class of Members, unless otherwise required in the Articles of Incorporation or Declaration, a majority of the Members of such class shall constitute a quorum for the transaction of such items of business by that class. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation or Declaration, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

**Section 11. Votes.** Each Voting Member shall be entitled to one vote on each matter submitted

to the Members; provided, however, that there shall only be one vote per lot. If a lot is owned by two or more Voting Members, then the Owners of that lot shall designate in writing one Owner as its proxy to cast its vote and represent the lot. If a lot is owned by a corporation, trust, or other non-natural person who is a Voting Member, then it shall designate, in writing, a natural person as its proxy to cast its vote and represent the lot.

**Section 12. Proxies.** The members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is only effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his/her place.

### **Article 3 Board of Directors**

**Section 1. General Powers.** Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Florida Not For Profit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Association, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Association shall be controlled by the Board of Directors.

**Section 2. Number, Qualification, Election and Tenure.** The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need not be Members of this Association or residents of Gateway Commerce Center. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

**Section 3. Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board of Directors gathers to conduct association business. All meetings of the Board of Directors must be open to all members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board of Director meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board of Director meeting must be either published in a newspaper of county circulation, or mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

An assessment may not be levied at a Board of Director meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

This Section also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific lot within the subdivision, and supersedes any other provision hereinafter.

**Section 4. Quorum and Voting.** A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

**Section 5. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

**Section 6. Removal.** At any meeting of Members called expressly for that purpose, any director serving on the Board of Directors may be removed from office, with or without cause, by majority vote of the Voting Members. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

**Section 7. Presumption of Assent.** A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

#### **Article 4 Officers**

**Section 1. Officers.** The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, additional Vice Presidents, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Association.

**Section 2. Election and Term of Office.** The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the

election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

**Section 3. Removal.** Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

**Section 4. Vacancies.** Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

**Section 5. Duties.** The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association, and have the responsibility for the general management of the affairs of the Corporation, and carry out the resolutions of the Board of Directors. During the absence or disability of the President of the Corporation, the vice-president, or, if more than one, the executive vice- president shall have all the powers and functions of the president. The vice-president shall perform such duties as may be prescribed by the Board of Directors from time to time. The treasurer shall have the care and custody of all the funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The secretary shall keep the minutes of the Board of Directors and members, and all books and records of the Corporation, and serve all notices for the Corporation that shall have been authorized by the Board of Directors. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

**Section 6. Salaries.** No salary shall be paid any Officer or Director of the Association.

**Section 7. Delegation of Duties.** In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

## Article 5

### Executive and Other Committees

**Section 1. Creation of Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

**Section 2. Executive Committee.** The Executive Committee (if there is one) shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such

Executive Committee, such powers of the Board of Directors can be lawfully delegated by the Board.

**Section 3. Other Committees.** Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

**Section 4. Meetings.** Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any member thereof upon two (2) days notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

**Section 5. Vacancies.** Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

**Section 6. Quorum.** At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

**Section 7. Manner of Acting.** The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

**Section 8. Minutes.** The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

## Article 6

### Books, Records and Reports

**Section 1. Reports to Members.** The Association shall send an annual report to the Members of the Association not later than four months after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.

**Section 2. Inspection of Corporate Records.** Any person who is a Voting Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Voting Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the

Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association, shall be kept for a least five years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent, as permitted under law.

#### **Article 7 Nonprofit Operation**

The Association will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Association will be distributed to its Members, Directors, or Officers without full consideration. The Association may contract in due course with its Members, Directors, and Officers without violating this provision.

#### **Article 8 Fiscal Year**

The fiscal year of the Association shall be the period selected by the Board of Directors as the taxable year of the Association for federal income tax purposes.

#### **Article 9 Indemnification**

The Association shall indemnify each Officer and Director, including the former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not for Profit Corporation Act, as amended.

#### **Article 10 Amendments**

These Bylaws may be altered, amended or replaced, and new Bylaws may be adopted by the Board of Directors; provided that any Bylaws or amendments thereto as adopted by the Board of Directors may be altered, amended or repealed at any meeting of the Members called expressly for that purpose, at which a quorum is present, by majority vote of the Members, or new Bylaws in lieu thereof may be adopted by the Members. No Bylaws altered, amended or repealed by vote of the Members, or new Bylaws adopted by the Members may be altered, amended or repealed by vote of the Board of Directors for a period of two (2) years after the action of the Members. A copy of each amendment to these Bylaws, certified by the Secretary of the Corporation, shall be filed of record in the Public Records of Lake County, Florida. Furthermore, if the Articles of Incorporation of the Association are amended, a copy of the amendment certified by the Secretary of State of Florida, shall be filed for record in the Public Records of Lake County, Florida.

#### **Article 11 Conflict**

In the event that any provision of these Bylaws conflict with any provision of the Articles of Incorporation, the provision of the Articles of Incorporation shall control. In the event that any provision of these Bylaws conflict with any provision of the Declaration, the provision of the Declaration in conflict shall control.