

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
JUN 4 1990

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
CROWNPOINTE COMMERCE PARK
ORANGE COUNTY, FLORIDA

Collier Enterprises, a Florida general partnership ("Developer"), of Collier County, Florida, the owner of the real property described below, hereby declares that the real property shall, from the date hereof, be owned and conveyed subject to the protective covenants, conditions, restrictions, easements, charges, and liens set forth below.

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ARTICLE I

GENERAL

OR 4 190 PG 3507

1. Property. The covenants, conditions, restrictions, easements, charges, and liens set forth herein are declared and imposed with respect to that part of Section 29, Township 23 South, Range 29 East, Orange County, Florida, described in Exhibit "A" hereto.

2. Definition. The following words when used in the Declaration shall have the following meanings:

- a. "Association" means Crownpointe Commerce Park Owners Association, Inc., its successors and assigns.
- b. "Board" means the Board of Directors of the Association.
- c. "Bylaws" means the Bylaws of the Association.
- d. "Common Areas" means all roadways, utility, pedestrian, recreational, drainage, conservation, and other easements (whether or not dedicated or otherwise conveyed to the County of Orange or other governmental body or agency), parks, preservation areas depicted on the plat of the Park and any other property (real, personal, or mixed) or interest therein that benefits the Park generally and that the Association acquires as such.
- e. "Developer" means Collier Enterprises and its successors or assigns (other than purchasers of individual Lots).

Mc	\$	165.00	MARTHA O. HAYNE,
ld rec	\$	21.00	Orange County
ic Tax	\$		Comptroller
Tax	\$		By <u>Rdk</u>
Total	\$	186.00	Deputy Clerk

PREPARED BY ~~ANDREW HAYNE~~
JAMES A. PARK
300 N. MAGNOLIA AVE.
P.O. BOX 1526
ORLANDO, FLA 32802

f. "Lot or Tract" means any Lot or Tract shown on a record subdivision plat, or any resubdivided Lot, whether or not recorded on the date of this Declaration, relating to the real property constituting Crownpointe Commerce Park.

g. "Net Developable Acreage" means the total acreage of any land area referred to herein (whether all of Crownpointe Commerce Park, a Lot, or a site) less any acreage within public roads, all of which are or may be shown on a recorded subdivision plat (or replats), whether or not recorded on the date of this Declaration, relating to the real property constituting Crownpointe Commerce Park.

h. "Owner" means each person or entity that is or becomes the record owner of a fee interest in any part of Crownpointe Commerce Park, and the heirs, successors, legal representatives, and assigns thereof.

i. "Industrial I-3" means the Industrial Park District defined in the Orange County Zoning Resolution Art. XV. I-3.

j. "Site" means any lot, part of a lot, or contiguous parts of lots that meet the minimum use requirements of this Declaration. A Site must have frontage on a street.

k. "Crownpointe Commerce Park" or "the Park" means the real property in Orange County, Florida, described on attached Exhibit "A", and future additions thereto as allowed by the provisions of this Declaration.

2(1). "Private Facilities" means all roadways, utility, pedestrian, recreational, drainage, conservation, and other easements, parks, and preservation areas that are depicted as "private" on the plat of the Park and that are not dedicated or otherwise conveyed to the County of Orange or other governmental body or agency, together with all structures or improvements constructed thereon or therein.

3. Annexation of other lands. Developer may annex to Crownpointe Commerce Park any other lands it now owns or may subsequently acquire that are adjacent to or in the immediate vicinity of the Park by recording a supplemental declaration that shall:

a. Describe the lands being annexed and designate the uses thereof. The uses shall not be inconsistent with those allowed in Crownpointe Commerce Park.

b. Set forth any new or modified restrictions or covenants applicable to the annexed lands, including limited or restrictive uses of Common Areas.

c. Declare that the annexed lands shall be held and conveyed subject to the provisions of this Declaration. Upon the recording of the supplemental declaration, the annexed lands shall become a part of Crownpointe Commerce Park as fully as if the annexed lands were part of Crownpointe Commerce Park on the date of recording of this Declaration.

ARTICLE II

PROTECTIVE COVENANTS

1. Permitted land use. Crownpointe Commerce Park (not including rights-of-way for roads constructed by Developer, whether or not dedicated of public use) shall be used primarily for research and service center, office, light industrial manufacturing, warehousing, and municipal purposes ("principal uses") and for any other compatible non-residential purposes ("accessory uses") such as retail, hotel/motel, medical/dental, drugstore, eating establishment, financial and related institutions, and child care facilities, so long as the use is permitted within the Industrial Park District (I-3) or other applicable zoning ordinance and regulations of governmental authorities, and so long as Developer gives its prior consent to any accessory use and may, as a condition to any consent, impose additional restrictions and requirements in the best interest of the Park. Developer may revoke its consent if the Owner fails to comply with any of the restrictions or requirements.

2. Compliance with law; incorporation of Industrial Park District (I-3). The Owner (whether one or more) of any property subject to these restrictions shall comply with all laws, ordinances, and regulations applicable to that property, including, but not limited to, laws, ordinances, and governmental regulations dealing with zoning and land use, setback requirements, drainage and environmental matters, waste and refuse storage and disposal, the handling of hazardous materials, landscaping, height restrictions, lot area coverage restrictions, parking and signs. Without limiting the foregoing, the laws, ordinances, and regulations referred to above include the I-3 Industrial Park District regulations are set forth in Orange County Zoning Resolution. The provisions of which are incorporated into and made apart of this Declaration. To the extent this Declaration creates requirements more stringent or restrictive than those set forth under applicable laws, ordinances and governmental regulations, including but not limited to those of the I-3, Industrial Park Districts, the provisions of this Declaration shall control.

3. Restriction on initiation of zoning amendment; special exception; variance. No Owner shall initiate, or be a party to, any petition for a change in zoning, special exception, or variance relating to any property within Crownpointe Commerce Park without

the prior written approval of Developer.

4. Regulatory codes; technical data. The plans and specifications for and location of all construction and every alteration of any building or structure shall comply with building, plumbing, and electrical requirements of all regulatory codes. All electric, gas, and other utility service connections must be installed underground. Owner shall obtain the necessary technical data with regard to construction; Developer will not assume any responsibility in this regard before, during, or after construction. Owner shall detail technical data on final plans and specifications submitted to Developer for approval under Article III.

5. Building design. Owner shall be guided by the following considerations when designing buildings within the Park:

a. Overall approach: A basic harmony of architecture shall prevail among the buildings in the Park so that no building shall detract from the quality of the overall environment.

b. Facade: Colors, materials, finishes, and building forms shall be coordinated in a consistent manner on all elevations.

c. Mechanical equipment: All mechanical equipment, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design and not substantially visible from any street.

6. Site and landscaping.

1. Site

a. Site: A minimum of twenty percent (20%) of each Lot shall be permeable, open area.

b. Lot area and width: Each main building or principal use shall be located on a Lot having an area of no less than one-half (1/2) acre and a minimum width of one hundred (100) feet at the front property line.

c. Building coverage: Maximum building coverage on Lots encompassing two (2) or more acres shall not exceed fifty-five (55%) and on Lots of less than two (2) acres, maximum building coverage shall not exceed forty-five percent (45%). Provided however, that for the purposes hereof building coverage shall not include parking structures.

d. Setbacks: The minimum building setbacks shall be:

i. Sixty feet (60') along all public road rights-of-way.

ii. Twenty-five feet (25') along the side and rear property boundaries.

e. Off-site impact: All activities shall be conducted entirely within enclosed structures. No material, supplies, equipment or merchandise shall be stored outside of any building or structure. No use shall create any odor, liquids, smoke, gas, dust, litter, noise, vibration or other obnoxious, offensive or objectionable matter which shall be detectable outside of the Lot.

f. Underground storage: Underground storage of hazardous or flammable materials, liquids or chemicals shall not be permitted on any Lot, except combustible and flammable liquids and liquified gas as defined in NFPA 30, 54, and 58, to include gasoline, kerosene, petroleum distillates, diesel fuel, and liquified gas in underground tanks which shall be designed, installed, constructed and located to prevent seepage of contained products into surrounding subsurface areas and which shall comply with the NFPA codes and FDER Chapter 17-61 and all prevailing statutory and regulatory requirements and standards. In addition, leak detectors shall be installed and maintained in accordance with all applicable governmental standards and criteria.

2. Landscaping.

a. Each Owner shall install and maintain within front, rear, and side yards landscape strips (with underground irrigation systems) that contain trees, ground cover, and shrubbery. Owner shall effectively use water features, berms, and mounding.

b. Landscape strips shall have the following minimum widths:

Along public road rights-of-way	35 feet
Along side and rear of property boundaries.	10 feet

c. No ingress or egress through landscape strips is permitted except as shown on an approved Site plan or as otherwise approved by Developer. Each Owner shall maintain all areas not covered by buildings, structures, or paved parking facilities as landscaped areas to the pavement edge of any abutting street or to the waterline of any abutting water feature or lake. Owner shall not use stone, gravel, or paving as a lawn unless approved as part of landscape plan.

d. Each Owner shall landscape areas used for parking in a manner so as to partially screen the areas from access roads and adjacent Lots. Lineal or grouped masses of shrubs or trees shall be used for this purpose.

e. Each Owner must complete landscaping as shown on the approved Site plan not later than the completion of any building, as evidenced by the issuance of Certificate of Occupancy by the appropriate governmental agency. Defective plants shall be replaced within sixty (60) days from the time defects first become apparent.

f. The provisions of this paragraph do not apply to areas that are required to be maintained in their natural state.

7. Exterior colors and construction materials. Exterior surfaces must be of materials approved by Developer, and they may include: (i) brick, of a kind, size, shade and finish approved by Developer; or (ii) exposed aggregate of a kind, thickness, shade, and finish approved by the Developer, or (iii) stucco or equivalent material, of a kind, thickness, shade and finish approved by Developer; or (iv) glass or architecturally treated (commonly called "sculptured" or "split" face) concrete block of a kind, size, shade, and finish approved by Developer; or (v) any combination of the foregoing that is approved by the Developer. Approval or disapproval of exterior wall surface materials, colors, and finishes shall be in the sole discretion of Developer, upon request, may permit other exterior wall surface construction or treatment if the proposed construction or treatment is deemed superior, is proposed because of an unusual or special use of the building, and the proposed surface will remain harmonious with the surfaces of other structures in the Park.

8. Parking and driveways. Each Owner shall construct and maintain all driveways and parking areas according to design specifications and layout approved by Developer. No parking shall be permitted on any public street or service road or any place other than in approved paved parking areas. Parking and roadway areas shall be kept clean in accordance with the street-cleaning program implemented by Developer.

9. Off-street loading docks; service areas. Off-street loading shall be adequate for the permitted use and located to the rear or side of any building, completely within the confines of the Lot, and properly screened from adjacent streets and Lots. No loading, unloading, or handling shall be permitted on any street within the Park, and maneuvering of trucks and trailers shall be confined to off-street paved areas located on the Site. No service and delivery area for any building shall front on or be substantially visible from any public street.

10. Outdoor storage. Each Owner shall store all goods, raw materials, supplies, and finished or semi-finished products in a building or shall enclose the same within a solid masonry wall of sufficient height to shield them from view. An Owner shall not use any portion of any landscape setback areas for outside storage.

11. Walls and fences. Prior to construction, Developer must first approve the height, length, type, design, composition, material, and location of any wall or fence constructed on any Lot.

12. Antennas. Any outside antenna, antenna pole, antenna mast, antenna tower, satellite dish, or similar electronic device is subject to the approval of Developer and shall be designed to blend harmoniously with site improvements.

13. Prefabricated, accessory, or temporary buildings. Developer must first approve any prefabricated building (or similar structure), tent, accessory, or temporary facility during construction, if its size, appearance, and location are satisfactory and not inharmonious to the Park.

14. Trash containers, oil and gas tanks, air conditioning equipment. An Owner must place all garbage and trash containers, oil tanks, and bottled gas tanks underground or in walled-in areas so not to be visible from any street or adjacent Site, and each Owner shall install and maintain adequate landscaping to screen the same. An owner shall shield all air conditioning units from the view of any street of adjacent Site unless Developer does not so require. None of this equipment shall be located on the front yard of any principal building.

15. Signs; other displays. All signs shall conform to uniform guidelines set forth and established by Developer. If Developer modifies or adopts guidelines after the erection of any sign, then that sign may remain if it otherwise complies with these restrictions. However, an Owner must comply with the guidelines then in force if it replaces or modifies the sign. An Owner shall not display materials, vehicles, products or goods outside except as permitted herein, and shall not display advertising flags, pennants, streamers, or the like on any site, except that one house flag of the same style as national and state flags may be displayed if done so in concert with those emblems.

16. Maintenance of premises. To insure the high standards of the Park, an Owner shall not allow underbrush or other unsightly growths to grow or remain upon the Site on which a building has been constructed (except for areas that are required to be maintained in their natural state), and an Owner shall not place refuse or unsightly objects anywhere thereon. The Site, building, improvements, and all appurtenances including exterior signs, shall be kept in a good, safe, clean, neat, and attractive condition. During construction, each Owner shall keep the Site free of unsightly accumulations of rubbish and scrap materials. Construction materials, trailers, and the like shall be kept neatly and in order.

17. Overnight parking of boats, campers, etc. Boats, boat trailers, campers or mobile homes shall not be parked overnight in

the Park unless completely screened from view from any road or adjacent property by an approved wall or fence.

18. Overnight lighting. Developer must first approve plans for outdoor lighting, including isofoot candle curves. Owner shall arrange outdoor lighting to eliminate glare from streets and shall divert it away from other Lots. All outdoor lighting shall be High Pressure Sodium type liminare, to provide for uniformity of color rendition within the Park and in keeping with energy conservation objectives.

19. Subdivision. No Lot or Tract may be divided without Developer's prior written approval.

20. Filling. No Owner shall fill any lake, ditch, swale, canal, or other water area without the prior written approval of Developer. Each Owner shall maintain the banks of all lakes, ditches, swales, canals, or other water areas on that Owner's lot.

21. Exterior maintenance. If any Owner fails to maintain this Site and the improvements located thereon in the manner required by this Declaration, and if the failure continues after the Association has given thirty (30) days notice, the Association shall have the right, through its agents and employees, to enter upon the Site, and to clean, repair, maintain, and restore the Site and the exterior of any building and other improvements thereon. The cost of the exterior maintenance shall be added to and become a part of the annual assessment to which the Site is subject.

22. Prohibited uses; nuisance. No part of the Park and no building or structure erected thereon may be used at any time for the manufacture, storage, distribution, or sale of any product which will increase the fire hazard for any adjoining Lot. No illegal, noxious, or offensive activity may be conducted in the Park, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance by reason of unsightly appearance or excessive emission of fumes, odors, glare, vibration, gasses, radiation, dust, liquid waste, smoke, noise.

23. Conservation area. The conservation area(s) shall be declared Common Areas, shall be the perpetual responsibility of the Association and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

24. Surface Water Management. It is the responsibility of the Association to insure that all Owners operate and maintain the surface water management system so as to insure that:

1. Surface water management system maintains its design requirements.
2. The surface water management system functions in common within the Park.
3. Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

25. Hazardous materials and hazardous waste management.

(a) As used in this Declaration, "Regulated Substance" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous toxic or radioactive substance, or other similar term, by any federal, state, or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to, the statutes and regulations listed below:

Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 et seq.

Federal Clean Air Act, 42 U.S. C. 7401-7626.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. 1251 et seq.

Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. 13 et seq.

Federal Toxic Substances Control Act, 15 U.S.C. 2601 et seq.

Federal Safe Drinking Water Act, 42 U.S.C. 300 (f) et seq.

Chapter 442, Florida Statutes 40 Code of

Federal Regulations, Sections 116.4, 162.31, 261.21, 261.22, 261.23, 261.24, 261.31, 261.32, 261.33 and Appendix VIII.

49 Code of Federal Regulations, Section 172.

(b) The following materials and uses are absolutely prohibited within Crownpointe Commerce Park:

1. Any materials or substances containing PCB's, dioxins, or other acutely toxic substances that may be so designated from time to time by the Developer or Governmental Agency.
2. Septic tanks for any purpose other than to accept discharge from domestic-type plumbing fixtures used as they were designed to be used. A septic tank monitoring plan with the Environmental Protection Department will be required for verification.
3. On-site disposal of any regulated substance.

(c) Underground storage tanks may be constructed or installed and utilized if first specifically approved in writing by the Developer; provided, however, that the Developer shall not be obligated or required to approve underground storage tanks, and the approval or disapproval of any and all such tanks (including, but not limited to, the approval or disapproval of the quantity, design and configuration of any and all underground tanks) shall be in the sole and absolute discretion of the Developer.

(d) Design of containment systems for regulated substance handling and storage areas shall be subject to review and approval by the Florida Department of Environmental Regulation (FDER), the Orange County Environmental Protection Department (OCEPD), and the Developer.

(e) Loading, off-loading, storage, processing, and handling areas for regulated substances shall be curbed and provided with impervious bases, free of cracks and gaps, to fully contain leaks, spills and accumulated precipitation until the collected material is neutralized and/or removed for recovery or disposal in accordance with existing federal and state regulations. The loading and off-loading areas shall have curbs on all sides except the side connecting to the driveway area. The loading and off-loading area shall be depressed and shall provide a gradient away from the driveway area to an impervious sump located within the curbed area. The sump shall be large enough to fully contain leaks and spills and accumulated precipitation until the collected material is neutralized and/or removed for recovery or disposal in accordance with existing federal and state regulations. Storage areas for such substances shall be fully enclosed with controlled

access only from inside the buildings where use will occur, or such storage areas shall be located wholly within the depressed loading and off-loading areas with access to adjacent buildings for use via self-contained (not open to the elements) passageways. To the extent practicable, all storage areas will be covered with a roof that drains precipitation away from potentially contaminated areas.

(f) Tanks used for storage of regulated substances and fuels shall have sufficient shell strength to assure against collapse or rupture; for closed tanks, pressure controls (e.g., vents) shall be used. Above ground tanks shall be constructed over impervious surfaces and within an enclosed facility capable of retaining any accidental spillage or leakage. Suitable detection and alarm systems shall be provided.

(g) Any facility that stores or uses regulated substances in bulk shall be equipped with an internal alarm and communication system to alert others in the facility of a spill. This system shall be routinely tested, inspected, and maintained by trained personnel and shall be readily available and accessible to handlers of regulated substances. Alarms, communications systems, and monitoring devices shall be tested for mechanical malfunctions and calibration at least every twelve (12) months. Testing and calibration reports shall be maintained on-site, and copies promptly provided to the Developer and the OCEPD.

(h) Any release or spill of any measurable amount of a regulated substance outside of areas designated for containment of regulated substances shall be reported to the appropriate authority immediately upon occurrence along with written notification to the Developer. Provision shall be made for equipment and trained personnel on-site or for a contract with a contamination response firm meeting FDER requirements. Such provision of equipment and personnel shall be made prior to the use, handling, or storage of regulated substances by a parcel Owner or tenant. Follow-up water quality monitoring shall be conducted in the event of contamination, as directed by OCEPD or FDER. Any such monitoring program shall be devised in consultation with the FDER and the OCEPD. Written and approved contingency plans concerning the accidental release of any material defined in paragraph 25. (a) of the document shall be kept on file with the OCEPD.

(i) All parcel Owners or tenants shall comply with Florida Statutes Chapter 442, and furnish appropriate notice and training relating to the presence or use on the premises of any substances listed on the Florida Substance List, Florida Administrative Code Ch. 38F-41, as it may be amended from time to time.

(j) All costs of monitoring, testing, analysis, cleanup, and reporting resulting from leakage or spill of a regulated substance or substances shall be borne by the parcel Owner or tenant responsible.

26. Alteration of Private Facilities. The design and function of Private Facilities constructed in accordance with construction plans approved by Orange County shall not be modified without the prior written consent of Orange County.

ARTICLE III

APPROVALS

1. Submittal and approval of plans and specifications; building locations. To insure that all development, construction, and uses within the Park are consistent with an open and attractive atmosphere, to maintain uniformity and compatibility with landscaping and architectural plans, and generally to provide adequately for the high-quality development and use of Crownpointe Commerce Park, no building, fence, wall, sign, outdoor lighting or other structure (including any addition or alteration and initial interior improvements and finish work) shall be placed, erected or altered upon any Lot until plans and specifications are first approved by Developer, in writing. Compliance with these approval obligations is in addition to any approval requirement imposed on Owner by any governmental body. Following Owner's delivery to Developer of plans and specifications, Developer shall have thirty (30) days to approve or reject the same. If Owner has not received written notice of Developer's approval or rejection within thirty (30) days of the date on which the request for approval was delivered, Owner shall so notify Developer within ten days thereafter. Developer shall thereupon give the Owner written notice of its approval or rejection within twenty (20) days. Failure of Developer to reject plans and specifications within the required time shall be deemed approval. All notices pursuant hereto required of Owner to Developer shall be in writing and shall be sent via US mail or any other manner with proof of receipt required. Developer may base its refusal to approve plans and specifications, locations, or plot plan on any grounds under these restrictions, including purely aesthetic grounds, lack of harmony or uniformity. Developer shall be reasonable in giving or denying any approvals required of Developer under this Declaration as to insure that Crownpointe Commerce Park is developed and maintained as a high quality development for the uses and purposes expressed herein and for the protection of Owners of property within the Park.

2. Two-step process. Owner shall submit to Developer for approval plans and specifications for all improvements, or modifications of existing improvements to structures, or modifications of existing improvements to a Site, including initial interior improvements or finish work, at the following stages of planning and design:

- a. Schematic/preliminary

b. Complete construction documents

3. Elements considered. Developer shall consider the following elements at each review stage:

- a. Site plan
- b. Building design
- c. Landscaping
- d. Signs

4. Plan submittal checklist. Owner shall submit two sets of plans and specifications to Developer at each review. Developer shall retain one set and return the other to Owner with appropriate notations showing approval or matters requiring modification shall be corrected and resubmitted to Developer for approval.

5. First review stage. Owner shall submit the following material at the first review stage (schematic/preliminary):

a. Site location (site survey showing existing contours and all existing trees having a diameter of 6" or more)

b. Site plan showing the following:

Building location, overall dimensions and height

Setbacks for all property lines

Site circulation

Clearing limit

Landscape areas

Site lighting plan

Grades, existing and proposed

Connections to existing utility lines

Site drainage and retentions and preliminary drainage calculations

Projected number of employees

Number and location of employees, guest, and handicapped parking spaces

Truck loading and service areas (garbage and trash)

- c. Landscape and irrigation system design
 - Location and species of existing trees and shrubs
 - Number, location, species, and size of proposed trees, shrubs, and ground cover
- d. Building design
 - Floor plans
 - Elevations, in color or with color and texture samples
 - Perspective rendering (optional)
 - Building methods, materials, and mechanical systems in outline specification form
- e. Signs
 - Location
 - Design
 - Materials

In its preliminary review of building design, Developer shall be primarily concerned with exterior building materials, colors, and finishes, architectural treatment and rooflines.

ARTICLE IV

ASSOCIATION

1. Association membership and voting rights. Each Owner of a Lot or Tract (or part thereof) shall be a member of the Association. The membership of the Association may be enlarged to include the owners of additional lands that may from time to time be annexed to Crownpointe Commerce Park. Copies of the initial Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits B and C, respectively. Membership shall be appurtenant to and shall pass with the title to each Lot; it may not be separated from the ownership thereof. There shall be one vote for each net developable acre (or portion thereof in excess of one-half acre) within Crownpointe Commerce Park. Notwithstanding the foregoing, each owner of any developable site shall be entitled to not less than one vote. When more than one person or entity holds and ownership interest therein, the vote

attributable to each acre shall be exercised as its Owners, collectively, determine.

2. Covenant for maintenance assessments.

a. Creation of lien and personal obligation.

Developer, for each Lot (or parcel thereof) owned within Crownpointe Commerce Park, hereby covenants, and each purchaser of a Lot or Tract (or part thereof) by acceptance of a deed or other instrument of conveyance therefor, whether or not it is expressed in the deed or instrument, covenants and agrees to all the provisions of this Declaration, and to promptly pay to the Association all annual assessments and any special assessments when due. Assessments shall be set and collected from time to time as provided herein. Annual and special assessments, together with interest, costs of collection, and reasonable attorney's fees for collection shall be charged on and a continuing lien of the Lot and improvements against which the assessment is made. Assessments shall be paid in advance on a schedule set by the Board. Each assessment together with interest, cost of collection, and reasonable attorney's fees shall also be the personal obligation of each Owner of the assessed Lot at the time the assessment first became due and payable. This personal obligation for delinquent assessments shall not pass to Owner's successor in title unless expressly assumed by the successor; however, the lien thereof against the lot shall continue even though the Lot ownership is changed.

b. Purpose of assessments. Assessments levied by the Association shall be used exclusively to promote the efficient and safe administration and operation of the Park and the business conducted therein, and for the care, maintenance, improvement, and operation of the Common Areas and the Private Facilities. Assessments shall be used to support services which the Association is authorized or required to provide, including, but not limited to, the payment of taxes and governmental assessments, the purchase of insurance, the operation and maintenance of Common Areas, retention/detention wetland systems, storm water management systems, transit amenities, street maintenance, street cleaning, hazardous waste containers, irrigation systems, and the like, the construction of improvements, the enforcement of the provisions of this Declaration, the repair, replacement, and purchase of additions to the Common Areas, and the payment of the costs and to obtain labor, services, equipment, materials, management, and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the assessments and any other revenues collected by the Association shall not exceed its expenses and reasonable reserves to such an extent as to cause the Association to lose its nonprofit status.

c. Uniform rate of assessment. Annual and special assessments shall be fixed on a uniform per acre basis, and Owners shall pay their pro rata share thereof, based upon the total Net Developable Acreage within the lands they own as compared to the total Net Developable Acreage in Crownpointe Commerce Park. Assessments may be collected on a monthly, quarterly, or annual basis, as the Board may decide.

d. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at a rate to be fixed by the Board. The Association may bring an action at law against the Owner (whether one or more) personally obligated to pay the same, or foreclose the Association's lien against that Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas.

e. Subordination of assessment lien to mortgages. Liens of annual and special assessments are subordinate to the lien of any institutional mortgage on any portion of a Lot. The sale of transfer of any Lot pursuant to the foreclosure of such a mortgage or any proceeding in lieu thereof shall extinguish the lien of any assessments that became due prior to the effective date of the sale or transfer. The sale or transfer of any Lot not pursuant to the mortgage foreclosure or proceedings in lieu thereof shall not affect the assessments lien. No sale or transfer, by judicial action or otherwise, shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

3. Association Responsibilities with respect to Private Facilities. Subsequent to completion, the Private Facilities shall be maintained by the Association in accordance with Section 6 of a Developer's Agreement dated June 4, 1990, between Orange County and Developer. The Association shall indemnify and hold Orange County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level), resulting from or relating to the use, construction, or maintenance of the Private Facilities. Orange County is and shall be a third-party beneficiary of the Association's maintenance obligations with respect to the Private Facilities and Orange County shall have the legal right to enforce the Association's maintenance and indemnification obligations with respect to the Private Facilities against the Association in a court of competent jurisdiction. Notwithstanding Section 1 or Article V, this Declaration may not be amended or modified so as to eliminate the Association's maintenance and indemnification obligations with respect to the Private Facilities without the consent of Orange County.

ORA 190 PG3522

ARTICLE V

MISCELLANEOUS

1. Amendment of restrictions. Developer, acting unilaterally, until the earlier of (a) twenty years after the date hereof, or (b) the date on which Developer has conveyed to third parties (other than a successor developer) more than seventy-five percent of the Net Developable Acreage within Crownpointe Commerce Park, shall have the right to amend or modify these restrictions, from time to time and in whole or in part. Any amendment or modification shall not bind or apply to the lands of any Owner whose conveyance from Developer is recorded prior to the date that the amendment or modification is recorded in the public records of Orange County, Florida, unless that Owner's signature appears on the amendment or modification. These restrictions may also be amended by an affirmative vote of the Owners (and their respective institutional mortgagees) of not less than seventy-five percent of the Net Developable Acreage upon which these restrictions are imposed, but any amendment by the Owners must have the approval of Developer if made prior to the date during which Developer, acting unilaterally, may amend. In any event, however, no amendment to this Declaration may diminish the voting rights of any member of the Association or change the manner of determining assessments without the consent of the member affected and by his mortgagees. Amendments to this Declaration, to become effective, must be recorded in the public records of Orange County, Florida, but amendments to the Articles of Incorporation and Bylaws need not be recorded to be effective.

2. Termination of developer approvals. The requirement of approvals by Developer, as set forth in this Declaration, shall terminate at the same time Developer's unilateral amendment rights terminate (or set forth in paragraph 1 above), at which time the Association shall have all approval rights formerly held by Developer. However, Developer may, at any earlier time, either terminate its rights of approval, in whole or in part, as to any matter now requiring approval herein, or may assign its approval rights to any successor or to the Association, in which case the right of approval shall not terminate until the successor Association approves the termination.

3. Developer. References to Developer include any successor developer to whom Developer conveys its remaining title and interest in the Park and transfers its rights under this Declaration.

4. Duration; termination of restrictions. These covenants, conditions, easements, and restrictions shall run with Crownpointe Commerce Park and be binding upon all persons and parties hereafter acquiring any interest of any nature or kind in any of the lands subject hereto until December 31, 2020, at which time and on each

tenth (10th) anniversary of such date, these restrictions shall automatically be renewed and extended unless terminated by the affirmative vote of the Owners (and their respective mortgagees) of not less than seventy-five percent of the Net Developable Area upon which these restrictions are imposed; provided, however, Sections 23, 24 and 25 of Article II and Section 3 of Article IV shall continue in full force and effect, notwithstanding such affirmative vote to terminate, for so long as such sections are required by law or any regulation of any governmental body or agency having jurisdiction over the Park.

5. Interpretation of restrictions. Developer reserves the right, but not the obligation, to grant waivers or deviations from and infractions of the provisions of this Declaration, including, but not limited to, waivers relating to set-backs and landscaping requirements that are not inconsistent with requirements of ordinances and regulations imposed by Orange County or any other applicable governmental body or agency. However, this right may not be exercised in any manner that would materially and adversely affect the character or operation of the Park or adversely affect the enforceability of the provisions of this Declaration. The granting of any waiver may be given or withheld in Developer's discretion, and a prior grant of a similar waiver shall not impose upon Developer the duty to grant new or additional waivers for the same or different lots, structures, signs or other matters. Developer retains the exclusive right to interpret the provisions of this Declaration in the event of any controversy over their meaning or enforcement. Developer will interpret the Declaration in light of its interest in maintaining and enhancing the appearance, integrity, and growth of Crownpointe Commerce Park.

6. Enforcement. Enforcement of the provisions of this Declaration may be by Developer, the Association, or any Owner through proceedings at law or in equity against any entity or party violating or attempting to violate any provisions hereof, either to restrain the violation or to recover damages or both. Developer shall have the right (in addition to and not in limitation of any other available rights or remedies), as an admitted equity and as a matter of absolute right, to the issuance of an injunction (mandatory or otherwise) by a court of competent jurisdiction, prohibiting any violation of the provisions of this Declaration and requiring the violation to be eliminated. The prevailing party in any legal proceeding brought to enforce the provisions of this Declaration or to obtain damages for breach of this Declaration shall be entitled to recover reimbursement for reasonable attorney's fees and costs.

7. Severability. The invalidation of any covenant, easement, lien, restriction or other provision of this Declaration by judgment or decree of a court of competent jurisdiction shall not affect any other covenant, easement, lien, restriction, or provision hereof.

8. Advertising/Use of Name. To promote the mutual interests of all Owners within Crownpointe Commerce Park, all advertising and promotional materials published, used or distributed by an Owner shall include, as part of the address of the Owner's business, the words "Crownpointe Commerce Park" or "located in Crownpointe Commerce Park" or similar terminology.

Dated this 18th day of April, 1990.

Signed in the presence of:

Collier Enterprises

Trisha Nickell
Jean Means

By *[Signature]*
Miles C. Collier
As Managing General Partner
Collier Enterprises, a
Florida General Partnership

STATE OF FLORIDA

COUNTY OF COLLIER

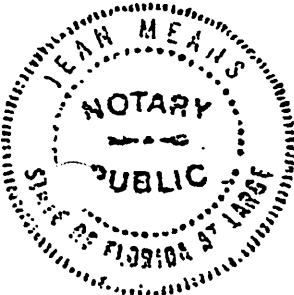
BEFORE ME the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared Miles C. Collier as Managing General Partner for Collier Enterprises to me known and known to me to be the person who made and subscribed to the foregoing Declaration of Covenants, Conditions and Restrictions, and certifies and acknowledges that he made and executed said instrument for the use and purposes therein expressed, and that he is further authorized to execute said instrument on behalf of said general partnership.

WITNESS MY hand and official seal this 18th day of April, 1990.

Jean Means
Notary Public

My Commission Expires.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 10, 1990
BONDED THRU GENERAL INS. UND.



DR4190 PG3525

EXHIBIT A

From the Southwest corner of the Southwest 1/4 of Section 29, Township 23 South, Range 29 East, Orange County, Florida, run $00^{\circ}34'24''$ west, 100.00 feet along the west boundary of said southwest 1/4 to a point on the north right-of-way line of Sand Lake Road (State Road #482); thence run north $89^{\circ}25'27''$ east 262.00 feet along said north right-of-way line for the POINT OF BEGINNING; thence continue north $89^{\circ}25'27''$ east 1054.00 feet along said north right-of-way line; thence run north $00^{\circ}34'33''$ west 350.00 feet to the beginning of a tangent curve concave southwesterly, having a radius of 384.00 feet and an intersection angle of $34^{\circ}00'00''$; thence run northwesterly 227.87 feet along the arc of said curve to the end of said curve; thence run north $34^{\circ}34'33''$ west 295.37 feet to the beginning of a tangent curve concave northeasterly, having a radius of 416.00 feet and an intersection angle of $34^{\circ}00'13''$; thence run northwesterly 246.89 feet along the arc of said curve to the end of said curve; thence run north $00^{\circ}34'20''$ west 1157.72 feet; thence run south $89^{\circ}25'40''$ west 1014.00 feet to a point on the aforesaid west boundary of the southwest 1/4; thence run south $00^{\circ}34'20''$ east 1911.03 feet along said west boundary to a point, said point being north $00^{\circ}34'20''$ west 389.00 feet from the aforesaid southwest corner of the southwest 1/4; thence run north $89^{\circ}25'27''$ east 261.98 feet along a line parallel with the aforesaid north right-of-way line of Sand Lake Road (State Road #482); thence run south $00^{\circ}34'33''$ east 289.00 feet to the POINT OF BEGINNING.

Containing: 54.271 acres, more or less.

ORA 190 PG3526

EXHIBIT "B"
ARTICLES OF INCORPORATION
OF
CROWNPOINTE COMMERCE PARK OWNERS ASSOCIATION, INC.

The undersigned forms a corporation not for profit under the laws of the State of Florida, pursuant to and by virtue of the following Certificate of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be CROWNPOINTE COMMERCE PARK OWNERS ASSOCIATION, INC., (the "Association"), and the corporation shall be located in Orange County, Florida.

ARTICLE II

PURPOSES AND POWERS

The general purposes for which the Association is formed are as follows: (a) to acquire, own, equip, manage, maintain, and repair Association properties that are or may become a part of Crownpointe Commerce Park for the benefit of the Park and the members of the Association ("the members"); (b) to enforce the Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to Crownpointe Commerce Park; (c) to establish and collect assessments from owners of property within the Park so that the Association may perform its duties and functions and operate, maintain, insure, and improve the Association property and other properties within Crownpointe

Commerce Park for which the Association has or assumes operation, maintenance, and improvement responsibilities, and to enforce liens for assessments, by legal action, if necessary; (d) to purchase and maintain any real and personal property that may be necessary of useful in the conduct of the Association's business; and, (e) in furtherance of the foregoing, to enter into contracts and engage in any activity permitted a corporation not for profit under Part I, Chapter 617, Florida Statutes (1987), unless otherwise prohibited by these Articles or the Bylaws of the Association. The Association shall use all of its assets and earnings exclusively for the purposes set forth herein; no part of the assets or the net earnings of this Association shall inure to the benefit of any individual or other person. The Association may, however, reimburse its members for actual expenses incurred for or in behalf of the Association and may compensate them in a reasonable amount for actual services rendered to the Association. The terms used herein shall have the same meanings as used in the Declaration unless otherwise indicated.

ARTICLE III

MEMBERS

As provided in the Declaration, every record owner of a fee or undivided fee interest in any lot (or part thereof) within Crownpointe Commerce Park (the legal description of which is set forth in Exhibit "A" attached to the Declaration) shall be a member of the Association. Persons or entities who hold a fee interest merely as security for the performance of an obligation shall not

be members of the Association. Membership shall be on the terms and conditions set forth herein and in the Declaration as regulated by the Board of Directors of the Association and shall be appurtenant to and may not be separated from the ownership of any lot in the Park.

ARTICLE IV

TERM

This Association shall have perpetual existence.

ARTICLE V

VOTING

The Association shall have one class of voting membership made up of all the record owners of fee title to the lots in Crownpointe Commerce Park including Collier Enterprises (the "Developer"). Each member of the Association shall have one vote for each net developable acre (or portion thereof in excess of one-half acre and not less than one vote per Lot) within Crownpointe Commerce Park owned by that member, but when more than one person or entity holds an ownership interest therein, the votes attributable to that acre shall be exercised as its Owners, collectively, determine.

ARTICLE VI

SUBSCRIBER

The name and residence address of the subscriber to these Articles of Incorporation are:

Mark A. Meek
9169 North Bay Boulevard
Orlando, FL 32819

ARTICLE VII

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 7380 Sand Lake Road, Suite 500, Orlando, Florida 32819, and the name of the corporations initial registered agent at that address is MARK A. MEEK.

ARTICLE VIII

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice President, Secretary, and Treasurer, and other officers as the Board may appoint. The officers shall be elected by the Board at the first meeting of the board following the annual meeting of the Association. The President shall be a director, but no other officer need be a director. A person may hold two offices, if the duties of those offices are not incompatible, but he offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE IX

OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are:

President - Mark A. Meek, 7380 Sand Lake Road, Suite 500
Orlando, FL 32819
Vice Pres. - Richard E. Driscoll, One Tampa City Center
#2760, Tampa, FL 33602
Secretary - Douglas W. McNeill, 3003 Tamiami Trail N.
Naples, FL 33940
Treasurer - Craig Buchanan, 3003 Tamiami Trail N.
Naples, FL 33940

ARTICLE X

DIRECTORS

Section 1. The Association shall have three directors initially. The number of directors may be either increased or decreased from time to time as provided by the Bylaws but shall never be less than three.

Section 2. The names and address of the persons who are to serve on the first Board are:

Mark A. Meek - 7380 Sand Lake Road, Suite 500
Orlando, FL 32819

Richard Driscoll - One Tampa City Center, #2760
Tampa, FL 33602

Douglas W. McNeill - 3003 Tamiami Trail N.
Naples, FL 33940

Section 3. The initial directors shall serve until the first annual meeting of the Association and thereafter as provided in Section 4 below.

Section 4. Until the first annual meeting following the earlier of (a) fifteen years after the date of the initial Declaration of Covenants, Conditions, and Restrictions for Crownpointe Commerce Park or (b) the date on which Developer has

conveyed to third parties (other than a successor developer) more than seventy-five percent of the Net Developable Acreage within Crownpointe Commerce Park (including any land area that may hereafter be added to the Park), Developer shall appoint at least two of the three members of the Board who shall serve at the pleasure of Developer. The other members of the Association may elect the remaining members of the Board. At the first annual meeting following the date specified above in this paragraph, the members of the Association, including Developer (if Developer is still the owner of lands within the Park), shall elect the members of the Board by a plurality of the votes cast at the meeting. At the first election by the full membership of replacements for the directors appointed by Developer, the directors shall be elected to staggered terms so that each year for the following three years the term of one of the three directors expires. Thereafter, all directors shall serve for three years. This Section intends that, following the expiration of the power of appointment by Developer and the election of a full Board, one director's term will expire each year.

Section 5. In the event of removal, resignation, or death of a director, the vacancy shall be filled by Developer if the director had been appointed by Developer; otherwise its shall be filled by the Board. The replacement director shall serve the remainder of the term of his predecessor.

Section 6. No member of the Board or of any committee of the Association nor any officer of the Association, nor Developer,

nor any employee of the Association shall be personally liable to any member of the Association, or to any other party including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of that person or group, provided that person or group has, upon the basis of that information possessed by him, acted in good faith, without willful or intentional misconduct.

Section 7. The Board of Directors shall determine the amounts of both annual and special assessments. The assessments shall apply equally against all lands within the Park on a per acre basis, and the owners shall pay their pro rata share based upon the total Net Developable Acreage within the lands they own as compared to the total Net Developable acreage in the Park. Multiple owners of any lands shall be jointly and severally liable for the payment of assessments. The Board may not provide that a member pay no assessments. The assessments shall be fixed by the Board annually and be based on the costs and expenses the Association expects to incur in owning, operating, maintaining, and improving Association properties and conducting its other business in the coming year and on the establishment of reasonable reserves for the future use as deemed advisable by the Board. The annual assessments may include amounts to cover deficiencies from a previous year. At the end of each year, the Board, as an alternative to increasing the coming year's assessments, may make a special assessment above and beyond the annual assessment if the costs and expenses of owning, operating, maintaining, and improving the properties under the

Association's control in that year exceeded the amount of the annual assessments and other income earlier received by the Association.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a seventy-five percent vote of the members as provided in the Bylaws.

ARTICLE XII

AMENDMENTS

Amendments to the Articles of Incorporation shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a seventy-five percent vote of the members, provided that the Board give not less than thirty days notice by mail to all of the members, setting forth the proposed amendment. In any event, no amendment to the Articles of Incorporation may diminish the voting rights of any members of the Association or change the manner or determining assessments without the consent of the member affected and his mortgagees. Amendments to the Articles of Incorporation which merely enlarge the property within Crownpointe Commerce Park and expand and increase the land area within Crownpointe Commerce Park shall require Board approval only.

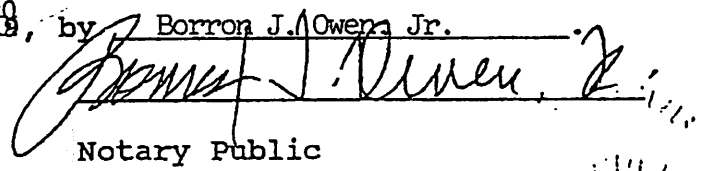
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at Orlando, Florida, this 10th day of January, 198~~9~~⁰⁰.



Mark A. Meek

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of January, 198~~9~~⁰⁰, by Borron J. Owens Jr.



Notary Public

My Commission Expires

Notary Public, State of Florida
My Commission Expires Jan. 14, 1993
Bonded thru Troy Fair Insurance Inc.

OR 4 190 PG3535