

equipment, radio or television antenna, satellite dish, or any other devices which project vertically more than 1 1/2 feet above the roof or roof parapet shall be screened by a solid visual barrier which is detailed consistent with the building.

ARTICLE XI SITE AND BUILDING MAINTENANCE, LIENS

Section 11.01. Every Owner of a developed site within the Property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said Owner shall keep such premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed and otherwise maintain such sites in an aesthetically pleasing manner. All areas upon any such site shall be free at all times from debris, papers, excessive leaves, branches and trash of all kinds. Any structure, landscaping, driveway or parking lot in any site within the Property which is damaged by the elements, vehicles, fire or any other cause either:

- (a) Shall be repaired by the Owner of such site as promptly as the extent of damage will permit, or
- (b) Shall be removed by the Owner of such site so as to maintain an aesthetically pleasing appearance.

Any building or structure located upon any site within the Property, which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons.

Section 11.02. Upon notification by Declarant or GACRAA to any Owner of any site within the Property that said building or site occupied or owned by such party does not conform with the requirements of this Declaration, such person or entity shall, within 5 business days after written notice for the grounds maintenance, and within fifteen (15) working days for building repair and maintenance, cause such site or building to conform with the requirements of this Declaration. In the event of noncompliance, Declarant or GACRAA may cause such building or site to conform herewith at the expense of the Owner of said property, and any monies expended by Declarant or GACRAA in so doing shall be:

- (a) The personal obligation of the Owner of said building site within the Property at the time when the expenses are incurred by Declarant or GACRAA, and
- (b) A charge and continuing lien on the building site in question against which each such expense is made.

Any monies expended by Declarant or GACRAA shall bear interest from date of disbursement until paid at the highest rate allowed by law and shall be paid by such owner or tenant to Declarant or

GACRAA within fifteen (15) days after receipt of notice of the amount due. If such Owner shall fail to reimburse the entity performing the work or Declarant or GACRAA, said amount and interest thereon shall constitute a lien upon the Property enforceable as any other lien upon the recordation by Declarant or GACRAA or its agent of a claim of lien setting forth the amount due, a description of the Property intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all cost of collection, including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant or GACRAA, without waiving the right of foreclosure, may pursue collection directly against the affected Owner. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County or State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to, mortgages and other security instruments which secure any loan for any part of the purchase price of the Property and/or improvements placed thereon filed for record prior to the date when such amounts become due and payable. No foreclosure shall free any Property from the liens thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

ARTICLE XII RIGHT OF REPURCHASE

Section 12.01. - If after the expiration of two years from date of execution of a deed of conveyance or other instrument conveying title from Declarant to an Owner, the Owner shall have failed to commence a building or structure on the property conveyed, required to be constructed as a condition of the sale agreement between Declarant and Owner, then title to said property conveyed shall revert back to the Declarant, unless time for commencement of said building or structure is otherwise extended by Declarant.

- (a) Said reverter shall be accomplished upon the adoption of a resolution of the Declarant declaring that the subject property has reverted to Declarant by reasons of the failure of the particular Owner to complete construction of the required building or structure within the required time limit.
- (b) Declarant shall further, within 45 days of the adoption of said resolution, tender to Owner (or his successors in interests, assigns, etc.) a check in an amount equal to the purchase price paid to the Declarant by the Owner for the subject property, less any real estate commission paid by Declarant resulting from the sale to Owner, and less any credits or refunds paid to Owner by the Declarant. Said check shall be made payable and tendered directly or by mail to the last known address of the owner of record of the subject property as of the date of tender, and the fact of such tender shall be set forth in the resolution required in (a) above.
- (c) a copy of said resolution, which shall contain the legal description of the reverted

property, shall within 10 days after passage thereof be recorded upon the public records of Alachua County, Florida, and upon recording shall constitute prima facie evidence of the reversion of said property to Declarant.

Declarant may by appropriate resolution extend the aforesaid 2-year time limitation if in its discretion good cause therefore is shown by Owner.

Once having commenced construction, an Owner shall diligently proceed to complete such construction without delay.

Prior to construction and completion of the initial building and improvements, required herein and as approved by the Declarant, the property shall not be leased, sold, conveyed or otherwise transferred to any third party, and Owner hereby and by acceptance of deed agrees that no lease, sale, transfer or other conveyance shall be agreed to or consummated prior to completion of said building improvements, except that the property, with clear title thereto, may be returned to Declarant for refund in an amount equal to the purchase price paid the Owner less any real estate commissions paid by Declarant, and less any credits or refunds paid to Owner by the Declarant.

**ARTICLE XIII
DIVISION OF LOTS**

Section 13.01. Property may be further divided or subdivided, provided, however, Owner by acceptance of any deed or conveyance agrees not to divide, subdivide, sell, convey, or lease the property or any part thereof, in lesser size than 2 contiguous acres. Nothing herein contained shall be deemed to prohibit the consolidation of two or more lots into a larger building site under one ownership

**ARTICLE XIV
DURATION OF RESTRICTIONS**

Section 14.01. The Restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, GACRAA, or the Owner of any portion of the Property, or the respective legal representatives, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this Declaration in the Circuit Court Clerk of Alachua County, Florida. Upon the expiration of said 20-year period, this Declaration shall be automatically renewed and extended, as permitted by the laws of the State of Florida, for successive renewal periods of ten (10) years each unless expressly terminated by an instrument executed by Declarant or its successors in interest and duly recorded in the aforesaid Records of Alachua County, Florida.

**ARTICLE XV
ENFORCEMENT OF RESTRICTIONS**

Section 15.01. Enforcement of the Restrictions contained herein and of any other provisions hereof shall be effected, at the election of the party seeking enforcement thereof, by

- (a) Proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or
- (b) Injunction or restraining order in equity to enforce compliance herewith, or
- (c) Suit for damages, or
- (d) By an appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue hereof.

The failure of Declarant, GACRAA, or of any Owner to enforce any of said Restrictions when, in its reasonable opinion, such waiver or variance will not be detrimental to the development of the Property as a high quality light industrial and business park, shall in no event be deemed a waiver of its rights to enforce said Restrictions thereafter. All remedies provided in this Declaration, or at law or in equity, shall be cumulative and not exclusive.

**ARTICLE XVI
RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY**

Section 16.01. The Declarant reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on the Gainesville Regional Airport.

Section 16.02. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plats described in the preamble to these restrictions. Within these easements no structure, planting, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance or operation of utilities whether, without restriction, electric, water, wastewater, gas or telecommunications, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the Owner of the lot, except for those improvements for which a public authority or utility is responsible.

Section 16.03. Owners, their successors and assigns, by acceptance of a deed of conveyance,

agree to restrict the height of buildings, structures, objects of nature growth and other obstructions on the property so as to comply with criteria or standards prescribed Federal Aviation Administration (FAA) Regulations, Part 77, or as it may be amended from time to time, and any other lawful authority having such jurisdiction over the property, and shall prevent any use of the property which would interfere with or adversely affect the landing or takeoff of aircraft at the Gainesville Regional Airport or interfere with air navigation or communication facilities serving the Gainesville Regional Airport, or otherwise constitute an airport hazard, or interfere with the operation or maintenance of the Gainesville Regional Airport, or shall in any way be in violation of or inconsistent with prevailing FAA regulations or other easements or restrictions of record.

Section 16.04. Nothing contained herein or in any conveyance deed or plat shall be construed to be a conveyance to an Owner of any right to property located in any public right-of-way, street or service road, or any other right-of-way property owned by the Declarant.

ARTICLE XVII AMENDMENTS AND RESCISSION

Section 17.01. Owners, including Declarant and GACRAA, owning in the aggregate at least sixty-six and 2/3% (66 2/3%) of the total acreage of the Property (to the nearest one-hundredth of an acre), less and except all roadways and rights-of-way, shall have the right to establish and declare such amendments, modifications and supplements to this Declaration, or to rescind this Declaration, as such Owners shall from time to time deem to be appropriate and which are in compliance with the restrictions and easements of record and the regulations of all agencies with appropriate governmental jurisdiction. Any amendment, modification, supplement or rescission of this Declaration shall be evidenced by the recording of an appropriate instrument in the Public Records of Alachua County, Florida, which instrument

- (a) Shall be executed with the same formalities as are required for the execution of a deed;
- (b) Shall be signed by the owners of at least sixty-six and 2/3 percent (66 2/3%) of the total acreage of the Property, less and except all roadways and rights-of-way;
- (c) Shall set forth therein the total acreage of land owned by each signatory of said instrument; and
- (d) Shall set forth therein the total acreage of the Property less and except all roadways and rights-of-way.

Any Owner of a site within the Property may assign to any other Owner, or to any lessee of an owner under a lease, the right hereinabove granted to amend, modify, supplement or rescind, in conjunction with other Owners, this Declaration; provided, however, that each and every such assignment shall be evidenced by an appropriate written instrument recorded in the Public Records of Alachua

County, Florida. Declarant may at any time or from time to time, during the pendency of these restrictions, add to the property which is covered by this declaration, upon the recording of a Notice of Addition to said Industrial Park and specifically setting forth and recording on the Public Records of Alachua County, Florida, a notice of intent to add such territory and that such added territory shall be subject to these declarations and covenants.

Thereafter, the Restrictions set forth herein shall apply to the added land in the same manner as if such added lands were originally covered by this declaration and, thereafter, the rights, powers and responsibilities of the parties to this declaration in respect to the added land shall be the same as with respect to the original and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

**ARTICLE XVIII
SUPPLEMENTAL RESTRICTIONS**

Section 18.01. The Declarant may place additional restrictions and protective covenants against building sites within the Property, which additional restrictions and protective covenants shall be supplemental to this Declaration and not in derogation hereof.

**ARTICLE XIX
EFFECT OF INVALIDATION**

Section 19.01. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions of this Declaration, and all covenants, restrictions, easements, agreements, charges and liens contained herein shall be deemed to be severable each from the other without qualification.

**ARTICLE XX
HEADINGS**

Section 20.01. Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

IN WITNESS WHEREOF, Declarant has caused this document to be executed in its behalf by its Mayor-Commissioner and its Clerk of the Commission, pursuant to proper Resolution, duly adopted and entered on the minutes of the Gainesville City Commission on this 16th day of

January, 2003
(2003)

[Signature]
THOMAS D. BUSSING, MAYOR

ATTEST:

[Signature]
Clerk of the Commission

Approved as to form and legality:
[Signature]
City Attorney

Reviewed and approved by the Gainesville - Alachua County Regional Airport Authority this 13th day of February, 2003

ATTEST:

[Signature]
CHAIR

[Signature]
Secretary/Treasurer

Executed this 14 day of November, 2002.

Property Description:

LOT Thirteen (13), AIRPORT INDUSTRIAL PARK : UNIT II, as per plat thereof recorded in Plat Book "T", Page 37, of the Public Records of Alachua County, Florida.
Tax Parcel 08162-013-000
6.97 acres

Signed, sealed and delivered in the presence of:

FLORIDA FOOD SERVICE, INC.,
a Florida Corporation,

Sam Bridges
Witness

Print Name: Sam Bridges

Marcia Adams
Witness

Print Name: Marcia Adams

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14 day of November, 2002,
by Joel S. Islam, who is personally
known to me or has produced as
identification.

Charlene A. Gonzalez
Notary Public, State of Florida

My Commission Expires: _____



Charlene A. Gonzalez
My Commission DD094831
Expires February 24, 2006