

WHEREAS, the total acreage of the Property is 93.35 acres, less and except all roadways and rights-of-way; and

WHEREAS, the Declarant owns a total of 49.06 acres of Property in Unit I, Unit II and Unit III; and

WHEREAS, Nordstrom, Inc., a corporation of the State of Washington (hereinafter referred to as "Nordstrom"), owns a total of 24.65 acres of Property in Unit III; and

WHEREAS, Declarant and Nordstrom (herein collectively referred to as the "Aggregate Owners") own 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. Thus, pursuant to the Restated Declaration, Aggregate Owners shall have the right to establish and declare such amendments, modifications and supplements to this Restated Declaration, or to rescind this Restated Declaration, as such Aggregate 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.

WHEREAS, This Restated Declaration for the Property is intended to, and shall, supersede and replace in its entirety the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I and Unit II, recorded in Official Records Book 2107, Page 2049, of the Public Records of Alachua County, Florida and Addition of Airport Industrial Park: Unit III, recorded in Official Records Book 2166, Page 764, of the Public Records of Alachua County, Florida; and

WHEREAS, Declarant desires to develop a high quality light industrial and business park on the Property presently known as Airport Industrial Park; Unit I, Airport Industrial Park; Unit II, and Airport Industrial Park Unit III, and to provide for the maintenance, preservation, control and proper development of the Property, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

WHEREAS, Declarant deems it desirable to protect the owners of building sites within the real property against improper development and use of surrounding sites and buildings as would impair or depreciate the value thereof; and

WHEREAS, Declarant desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Property; and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent owners of any part of the

Property and shall inure to the benefit of and run with the title to the Property;

NOW, THEREFORE, Declarant hereby declares that the Property is subjected to this Restated Declaration, and the Property shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Restated Declaration and subject to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth; provided, however, that any portions of the Property which shall hereafter be dedicated to the City of Gainesville, Florida for public right-of-way purposes or other public purposes shall not then be further subject to this Restated Declaration. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease, or other conveyance or transfer of such interest, whether or not it shall be as expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to such property subject to this Restated Declaration and to the terms and conditions hereof and shall be deemed to have assented to the terms and conditions hereof, whether or not any reference to this Restated Declaration is contained in the instrument by which such person or entity acquires its interest in any portion of the Property. All development, construction and building on said lots shall be in compliance with the City of Gainesville's Land Development Code, as now enacted or hereafter amended. No construction shall begin unless proper permits have first been obtained from duly authorized officials of agencies with appropriate governmental jurisdiction.

**ARTICLE I
DEFINITIONS**

"Declarant" - for purposes of this instrument shall mean the City of Gainesville, Florida, its successors and assigns unless the context indicates otherwise.

"GACRAA" - shall mean and refer to the Gainesville - Alachua County Regional Airport Authority, created by Chapter 86-469, Special Acts, Laws of Florida 1995, as amended by Chapter 89-433 and 95-457, Special Acts, Laws of Florida.

"Owner" - shall mean any person, or entity, receiving any deed, lease, or other instrument conveying any right, title, or other interest or ownership in the property subject to this Declaration, including heirs, assigns, and all other successors in interest.

"Property" or "Building Sites" - shall mean any portion of the real property, conveyed or leased to an Owner by Declarant or GACRAA, respectively, described as follows:

Lots 1 through 7 inclusive (excluding Lots 8 through 10 inclusive), of the Airport Industrial Park: Unit I, as recorded in Plat Book Q, Pages 31 and 32, Public Records of Alachua County, Florida.

Lots 12, 13 and 14 inclusive (excluding Lot 11), of the Airport Industrial Park: Unit II, as recorded in Plat Book T, Page 37,

Public Records of Alachua County, Florida.

Lots 20 through 23, of the Airport Industrial Park: Unit III, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida.

"Restated Declaration" - shall mean this Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, located in the City Of Gainesville, Alachua County, as it may from time to time be amended or supplemented.

"Restrictions" - shall mean the covenants, conditions, and restrictions set forth in the Declaration.

"Land Development Code" - shall mean Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida, or as may be amended from time to time.

ARTICLE II GENERAL CHARACTER AND PURPOSES OF CONDITIONS

Section 2.01. It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards and easements to insure that the Airport Industrial Park will always be maintained as an attractive park-like setting for industry with ample landscaped open areas; attractive high quality structures; proper and desirable uses and appropriate development and improvement of all property; to protect the Owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to protect against depreciation in value of property, to guard against erection of structures built of improper or unsuitable materials or design, to encourage the erection of attractive improvements with appropriate locations; to prevent haphazard and inharmonious improvement of property; and to provide generally a quality development.

ARTICLE III PERMITTED AND PROHIBITED USES AND ACTIVITIES

Section 3.01. The Property shall be used solely for the purposes of light industrial development, offices, research, display, warehousing, distribution, laboratories, assembly and processing, jobbing, wholesaling and other uses normally associated with the light manufacturing, assembly and distribution found in a high quality light industrial or business park. All uses shall additionally comply with the regulations of all agencies with appropriate governmental jurisdiction. If such permitted uses of this Declaration are inconsistent with the Declarant's Land Development Code, the standards herein contained shall be deemed cumulative and in addition to said Land Development Code, and not in lieu of any such regulations.

Section 3.02. Prohibited Uses and Activities. No noxious or offensive trades, services or

activities shall be conducted on the Property or any portion thereof that may be or become a public nuisance or annoyance to GACRAA, the City of Gainesville, or other Owners of any portion of the Property by reason of excessive emission of odors, fumes, smoke, vibrations, dust, glare, wastes or noise. No air pollutant or odorous matter shall be discharged or emitted into the atmosphere from any source in such quantities as to be readily detectable at any point beyond the individual tract or lot line to produce a public nuisance or health hazard. Any condition or operation that results in the creation of odors or air pollution of such intensity and character is prohibited.

Notwithstanding any provision set forth in any law, ordinance or regulation, the use of any portion of said property for any of the following purposes is expressly prohibited: rendering plants, poultry processing plants, junk yards, chemical producing or manufacturing plants, cement plants, heavy manufacturing purposes, foundries or any other industry or business which is or becomes a nuisance by reason of the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations.

Section 3.03. Temporary offices, storage sheds, trailers, barricades, fences, and the like will be permitted as necessary during the construction period of a permanent building.

Section 3.04. All areas which involve the use and/or storage of flammable or explosive material shall be adequately provided with safety and fire-fighting devices as required by regulations of all agencies with appropriate governmental jurisdiction. No use or storage of flammable and/or explosive material which increases the insurance rates of adjoining property shall be permitted.

Section 3.05. Handling and disposing of hazardous materials and solid wastes shall be in conformance with all applicable federal, state or local laws, ordinances, rules or regulations, now or hereinafter in effect. The term "hazardous materials" includes but is not limited to materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act or similar state laws. Hazardous materials include but are not limited to solid, semi-solid, liquid or gaseous substances that are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, other animal, or plant health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers and other discarded man-made materials.

Section 3.06. It is expressly announced that Declarant has and maintains underground water well fields in the general area of the property described in this Declaration, which well fields are vital and necessary for the supply of water to the community and citizens of Alachua County. No use of the property shall be conducted which in any way would cause pollution or in any other manner cause contamination of this underground water supply.

**ARTICLE IV
PLAN REVIEW AND WAIVER**

Section 4.01. No building, structure or other improvement shall be erected, placed, or altered on

any building site until the building or other improvement plans, specifications and site plan showing the location of such building or improvements on the particular building site have been submitted to and approved in accordance with the City of Gainesville's Land Development Code. Additionally, prior to the issuance of any development order, GACRAA shall have the right to review and comment on any plans submitted to the Declarant as relates to compliance with this Declaration.

Section 4.02. GACRAA shall have the right to waive or vary the Restrictions in particular respects whenever in its opinion such waiver or variance will not be detrimental to the intent and purpose of this Declaration. In reviewing an application for waiver or variance GACRAA shall apply the following criteria, as applicable:

- (a) Conformity and harmony of external design with existing or other proposed structures upon the Property and upon adjacent properties and uses;
- (b) The location of the improvements on the building site and the location of any building improvement on adjacent properties;
- (c) The effect of the anticipated use thereof upon adjacent structures, uses and operations;
- (d) The location of any proposed improvements, buildings or structures with respect to the topography, grade and finished ground elevation of the Property and adjacent properties; and
- (e) The general purpose and effect of the standards provided in this Declaration; provided, however, that GACRAA shall not be liable for damages by reason of mistaken judgment or negligence of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such waiver or variance.

Section 4.03. All improvements upon the Property shall be constructed in conformity with the regulatory requirements of all agencies with appropriate governmental jurisdiction.

Section 4.04. All construction work shall, upon approval by Declarant of the plans therefore, be commenced and completed with due diligence and dispatch, and upon completion the site shall be fully landscaped as provided in such plans.

Section 4.05. The terms and conditions of this ARTICLE IV, and all approval rights contained herein, shall remain in full force and effect notwithstanding the loss, damage or destruction, by whatever cause, of all or any portion of the improvements constructed in accordance with this ARTICLE IV. Any subsequent reconstruction, renovation, refurbishing or rebuilding of any such loss, damaged or destroyed improvements shall be performed and completed in accordance with the terms of this Declaration, including, without limitation, the terms and conditions of this ARTICLE IV.

**ARTICLE V
SETBACKS AND BUILDING TO LAND RATIOS**

Section 5.01. Minimum Setbacks

Buildings:

- a. From public street: Fifty (50) feet
- b. From side interior property line: Twenty (20) feet
- c. From rear property line: Ten (10) feet

Parking areas or Internal private Driveways:

- a. Ten (10) feet from any property line

Section 5.02. No loading docks shall face any public street unless said loading dock is screened or bermed to insure that said loading dock is not visible from the public street. Owners should minimize visibility of loading docks from any public street by using appropriate landscape buffers.

Section 5.03. Only driveways, parking spaces and landscaped areas shall be permitted in the area between building structures and the front property line.

Section 5.04. No building or other structure shall be constructed which will cover more than sixty percent (60%) of the total land area of a building site. Parking and building area together may not exceed seventy percent (70%) of the total land area of the site.

**ARTICLE VI
BUILDINGS, MATERIALS AND CONSTRUCTION**

Section 6.01. N.E. 49th Avenue - Exterior of any building facing NE 49th Road shall be of face brick, common brick, stone, split-face concrete block, exposed aggregate concrete, tilt-up concrete, glass, or any combination thereof. When expansion of the building is programmed to occur within four years of the original construction, or each subsequent expansion, the proposed expansion wall of the building can temporarily be constructed of steel building products. However, these steel building products shall be replaced by the materials hereinabove set forth within four years of the original construction if no expansion occurs.

Section 6.02. N.E. 40th Terrace and N.E. 49th Terrace - In addition to the exterior building materials provided in Section 6.01 above, insulated steel panels can be utilized as a building product

on facilities which have access to and from NE 40th Terrace and NE 49th Terrace.

Section 6.03. Colors and textures of exterior building structures shall be harmonious and compatible with the colors of other buildings within the Property, subject to the approval of the Declarant's appropriate reviewing body.

Section 6.04. All exterior surfaces shall have a finished treatment. The use of two or more colors is strongly encouraged to enhance the building exterior and to create design accents. Building and architectural details (including flashing and down spouts) shall have a color that compliments or accents the main building.

Section 6.05. The use of fascias, canopies, and other multi-dimensional exterior features is encouraged in order to break up large, uniform wall surfaces. Such features should be in proportion to the wall heights and building mass.

Section 6.06. A parapet, fascia, or comparable architectural detail shall be provided to screen pitched roofs, roof-mounted utilities, and varying roof lines.

Section 6.07. The principal building on any lot shall cover a minimum ground area of ten thousand (10,000) square feet.

Section 6.08. All buildings shall be constructed in such a way as to be expandable, to the maximum building size permitted for the lot unless prohibitive due to restrictive easements or excessive topography.

Section 6.09. All utility service lines shall be underground. Service lines that must cross the right-of-way shall be perpendicular and shall be constructed by jack and bore.

ARTICLE VII PARKING

Section 7.01. Parking on public right-of-way or on any public roadway is not permitted.

Section 7.02. Parking spaces, truck docks and curb cuts shall be so located that there shall be no maneuvering in any adjacent street or right-of-way. Driveways, parking areas and loading spaces shall be paved with concrete or asphalt and shall be curbed and guttered.

ARTICLE VIII GRADING AND LANDSCAPING

Section 8.01. All open areas on any property not used for building, structures, parking, access, roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in

grass, and shall be further landscaped with trees and shrubs so as to provide a park-like setting.

Section 8.02. Materials resulting from clearing, grubbing and demolition operations and all other debris shall be promptly removed from the property.

Section 8.03. A development shall not adversely affect the developed or undeveloped neighboring property. Finished grading shall be such as to prevent ponding of water on the site and on adjacent property. Stormwater runoff is to be controlled and directed to the existing stormwater system.

ARTICLE IX SIGNAGE AND LIGHTING

Section 9.01. No sign shall be installed by an Owner on a building or building site within the Property until plans for said sign are approved and the appropriate permit is issued by the Declarant.

Section 9.02. Signs shall be internally illuminated or by exterior shielded spot lighting.

Section 9.03. Signs shall not be illuminated by exposed tubes, bulbs or similar light sources, nor may they be of the rotating, flashing, blinking, fluctuating, portable or other animated type signage.

Section 9.04. All exterior signage and lighting shall be installed and operated so as to prevent any nuisance to adjoining properties, nearby buildings, or to traffic upon any public street or to aircraft in flight.

ARTICLE X STORAGE AREAS, SCREENING AND FENCING

Section 10.01. Garbage and refuse containers shall be concealed and contained within the buildings or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as to not attract attention, and shall be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored in any area on a building site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring building sites, common areas or public streets.

Section 10.02. Declarant's appropriate reviewing body may require barrier screening if suitable to screen the developing property from neighboring properties or public streets. The use of fencing along the entire perimeter of a lot is not permitted.

Section 10.03. All roof-mounted mechanical equipment, utility installations, duct work, radar