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PROGRESS CENTER CLERK OF CIRCUIT COURT  
UNIT I ALACHUA COUNTY FL

**DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA,  
COUNTY OF ALACHUA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and published this 19th day of March, 1985, by APALACHEE DEVELOPMENT COMPANY, a Florida corporation, with its principal place of business in St. Petersburg, Pinellas County, Florida (hereinafter referred to as Developer);

**WITNESSETH:**

THAT, WHEREAS, the Developer has acquired certain lands in Alachua County, Florida, hereinafter described, for development as a research and technology center known as **PROGRESS CENTER**;

WHEREAS, IT IS TO THE INTEREST, BENEFIT, AND ADVANTAGE OF THE Developer and to each and every owner who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same shall be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, and in consideration of the premises and of the benefits to be derived by the Developer and each and every subsequent owner of any of the lots in said subdivision, said Developer does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, thereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all owners.

**ARTICLE ONE**

**PROPERTY SUBJECT TO THIS DECLARATION**

**SECTION 1. EXISTING PROPERTY,** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Alachua County, Florida, and is more particularly described as follows:

721881

PREPARED BY  
RETURN TO:

-1-

*Marion L. Campbell, Esq.*

*P. O. Box 33062*

*St. Petersburg, Fla. 33755*

U.S. 1588 PAGE 2207

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

All of **PROGRESS CENTER UNIT 1**, a subdivision as per map or plat thereof recorded in Plat Book **M**, page **82**, of the Public Records of Alachua County, Florida.

**ARTICLE TWO**

**DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- a) **"Building"** shall include, but not be limited to, both the main portion of the building and all projections and extensions thereof, including, but not limited to, platforms, docks, eaves, canopies, walls and screens.
- b) **"Center"** shall mean Progress Center.
- c) **"Committee"** shall mean and refer to the Architectural Control Committee hereinafter established.
- d) **"Developer"** shall mean Apalachee Development Company.
- e) **"Impervious surface"** shall mean that surface which does not allow percolation of water through the soil, i.e. building, driveway, sidewalk, parking area.
- f) **"Improvements"** shall include, but not be limited to, all structures, construction and installation of any kind, whether above or below the land surface, including, but not limited to, buildings, outbuildings, water lines, sewers, electrical and gas distribution facilities, telephone lines, loading areas, ramps, docks, parking areas, walkways, towers, antennae, screens, entrance ways, gates and signs.
- g) **"Lot"** shall mean and refer to any plot of land by Developer approved by the Committee (defined in Article Seven) and which was part of the Developer's original land purchase.
- h) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- i) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration.
- j) "Site" shall mean a parcel of land composed of one or more lots.

**ARTICLE THREE**

**GENERAL PROVISIONS**

**Section 1. Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended to successive twenty-five (25) periods of ten (10) years unless an instrument signed by a unanimity of the then owners of the sites has been recorded, agreeing to change said covenants and restrictions in whole or part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

**Section 2. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner of record at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover attorneys' fees and costs.

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

**Section 4. Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**ARTICLE FOUR**

**AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS**

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

**ARTICLE FIVE**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

**ARTICLE SIX**

**ARCHITECTURAL CONTROL**

No building, fence, wall, or other structure shall be erected, placed, or altered on any Site and no clearing or grading of any Site shall take place until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Each building, wall, or other structure or improvement of any

**DEED RESTRICTIONS — PROGRESS CENTER, UNIT 1**

nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site clearing and grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous land. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Any accessory building not constructed at the same time as the main structure must have prior Committee approval before construction commences.

**ARTICLE SEVEN**

**ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Membership.** The Architectural Control Committee is composed of those persons as may be designated by the President of Apalachee Development Company and shall consist of at least three (3) persons. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

**Section 2. Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of any site construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following:

**DEED RESTRICTIONS — PROGRESS CENTER, UNIT 1**

Foundations, plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing site clearing area, location and orientation of all buildings and other structures and improvements proposed, including landscaping, to be constructed on the building plot, with all building restriction lines shown. The site plan shall include the proposed design of any drainage structure required by the Developer or the City of Alachua.

In addition, there shall be submitted to the Committee for approval a description of materials and such samples of building materials proposed to be used as the Committee shall specify and require. The Committee shall have the power to waive side, front, and rear setback requirements if same are less than a twenty percent (20%) variance but not less than minimum setbacks as required by the City of Alachua zoning variance.

**ARTICLE EIGHT**

**LAND USE AND BUILDING TYPE**

No Site within PROGRESS CENTER shall be used except for research, design, testing, analysis, prototype development, pilot scale production and limited product assembly purposes and for such other purposes, including administrative, professional and support services as the Committee may, in its sole judgment, determine to be an integral part of, related to or derivative of the aforesaid uses. The Committee shall, in its sole discretion, determine whether or not any existing or proposed use of a Site is a permitted use within the meaning and intent of this Declaration. No use will be permitted of any lands or space within the Center which fails to comport with the performance standards hereinafter set forth, nor shall any use be permitted which constitutes a nuisance, public or private, or which tends to damage or destroy public or private property, or which denigrates the integrity or character of the natural features of the Center.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications within twelve months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. A lot may not be subdivided into a smaller lot than as originally purchased from the Developer,

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

or otherwise partitioned for sale. Two or more lots may be added together and considered as one site for building purposes.

**ARTICLE NINE**

**PERFORMANCE STANDARDS**

The use of all Sites shall conform to such performance standards as the Committee may from time to time prescribe in writing governing noise; smoke and particulate matter; toxic gases, fumes and vapors; vibration; glare and lighting; effluent discharge; the disposal of waste materials; radiation and other matters of environmental concern. The use of all sites shall comply with all Federal, state and local laws, regulations and guidelines relating to the impact on the environment of construction, land use, maintenance and operation of the Improvements and conduct of activities.

**ARTICLE TEN**

**TEMPORARY STRUCTURES**

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any Site at any time except for temporary facilities needed during construction of permanent buildings.

**ARTICLE ELEVEN**

**LOT AREA AND BUILDING LOCATION**

(a) Except as set forth in the following subparagraph (b), each lot shall contain an area of not less than one (1) acre. However, the Developer shall have the right to designate as a Site any area exceeding one (1) acre, whether or not the Site be a multiple of one (1) acre. No Site shall be subdivided without the prior written approval of the Developer.

(b) Notwithstanding the provisions of subparagraph (a) above, no minimum size restriction shall be applicable to the property fronting on Highway 441 and extending in depth approximately 300 feet from Highway 441 to the right-of-way of the first named road in the Center running generally parallel to Highway 441.

**DEED RESTRICTIONS — PROGRESS CENTER, UNIT 1**

- (c) No more than 65% of any Site may be covered by impervious surface.
- (d) No building shall be located on any Site
  - (i) nearer than thirty (30) feet to the front lot line, or
  - (ii) nearer than twenty-five (25) feet to any side street line, or
  - (iii) nearer than twenty (20) feet to any side interior lot line except where a side lot line abuts a residential boundary which shall be a minimum of fifty (50) feet;
  - (iv) nearer than ten (10) feet to a rear lot line except where a rear lot line abuts a residential boundary which shall be a minimum of fifty (50) feet.
  - (v) nearer than forty (40) feet to the right-of-way of Progress Boulevard.
- (e) No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up turn-around pad may be located as near as one (1) foot to a property line.
- (f) Except with the written approval of the Committee, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the building, whichever distance is greater. No fence shall be located nearer than two (2) inches to an interior lot line. No fence shall exceed six (6) feet in height.
- (g) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Site.

**ARTICLE TWELVE**

**PARKING AND LOADING**

Off-street parking spaces sufficient to accommodate the parking demands generated by the use of each Site shall be provided on the Site. No on-street



**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

parking shall be permitted. Each parking space shall be directly accessible from a street, alley or other public right-of-way or from an adequate access aisle or driveway leading to or from a street, alley or other public right-of-way. All off-street parking spaces shall be so arranged that no motor vehicle shall have to back into any street or public right-of-way. No entrance or exit driveway shall be permitted any nearer than fifty (50) feet from a street intersection. All driveways shall be constructed of concrete, brick, or asphalt unless specifically waived by the Committee.

**ARTICLE THIRTEEN**

**LANDSCAPING**

All Buildings and other improvements on any Site shall be placed so that the existing topography and vegetation is disturbed as little as possible and so that the maximum number of desirable trees and natural features is preserved. No tree may be removed or other natural feature altered except with the prior written approval of the Committee. Each Site on which a building is to be placed shall be landscaped in accordance with the plans and specifications submitted to and approved by the Committee. The approved landscaping shall be completed no later than the date upon which the Building is completed or occupied, whichever first occurs. All areas not covered by an impervious surface shall be landscaped, sodded or seeded. All off-street parking, loading and unloading areas shall be screened from view from other sites and from public roads, streets, and rights-of-way by the use of earth berms or other landscaping materials. All trees, plants, shrubs and other landscaping materials shall be of varieties that are adaptable to the local soil and climate conditions and shall blend with existing natural growth and be compatible with adjacent landscaped areas.

**ARTICLE FOURTEEN**

**UTILITY PLACEMENT AND DESIGNS**

All building connections for utilities including, but not limited to, water, sewerage, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such manner as to be acceptable to the governing utility authority and the Committee.

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**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

Exterior radio and television installations must be approved in writing by the Committee. All exterior lighting shall be designed, erected, altered, moved and maintained in accordance with plans and specifications submitted to and approved in writing by the Committee. It is the declared intention of the Committee that to the extent possible exterior lighting shall be compatible and harmonious throughout the Center, and shall be visually masked or screened consistent with appropriate electromagnetic considerations.

**ARTICLE FIFTEEN**

**WATER SUPPLY AND SEWAGE DISPOSALS**

No individual water supply system of any type shall be permitted on any Site, unless approved in writing by the Committee.

No individual sewage disposal system shall be permitted on any Site unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and City of Pinalua health departments. Approval of such system as installed shall be obtained from such department or departments and the Committee.

**ARTICLE SIXTEEN**

**GARBAGE AND REFUSE DISPOSAL**

All Sites, Buildings and other Improvements shall be maintained in a safe, clean, orderly and aesthetically pleasing condition. All landscaping and exterior portions of buildings and other structures shall be maintained in order to preserve an attractive appearance.

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner as to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street. All waste shall be disposed of in compliance with Federal and state law, and no pollutants in violation of Federal and state standards shall be permitted.

DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1

ARTICLE SEVENTEEN

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any building plot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved in writing by the Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the building structure, each property owner, on the request of the Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with all receptacles attached to the building structure.

ARTICLE EIGHTEEN

SIGNS

All signs must be approved in writing by the Committee. No sign shall be erected on the roof of any building structure nor shall any sign extend above the eave line of a Building. No obtrusive signs shall be erected on land or on Buildings. Billboards, pylons and portable signs shall not be permitted. The Developer may temporarily erect those signs which in the Developer's opinion are necessary to provide development of the Center.

ARTICLE NINETEEN

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the approved site plan. Except as otherwise provided herein regarding street intersections under ARTICLE TWENTY, planting, fences, or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen. No Building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities, and drainage facilities. Outside storage which has been approved by the Committee must be screened (80% opacity) from public view and screening must be maintained.

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

**ARTICLE TWENTY**

**SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**ARTICLE TWENTY-ONE**

**EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Developer reserves the right to cause the installation and maintenance of utilities, drainage and other facilities for the benefit of the Center or its Site Owners within the front and rear twenty-five (25) feet and within the fifteen (15) feet along each side of each Site. Developer further reserves the right to grant easements for the installation of utilities, drainage and other facilities for the benefit of the Developer through individual Sites, provided that in so doing the Developer does not cause any damage to existing Buildings or improvements or require a change in any construction plans which the Committee has previously approved. All easements given for the benefit of an individual Site shall be subject to the prior approval of the Committee. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Site and all improvements in it shall be maintained continuously by the owner of the Site, except for those improvements for which a public authority or utility company is responsible.

**DEED RESTRICTIONS -- PROGRESS CENTER, UNIT 1**

**ARTICLE TWENTY-TWO**

**LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Site except those used in connection with research activities or security dogs used by a group or agency authorized by the Developer.

**ARTICLE TWENTY-THREE**

**OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Site, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Site.

**ARTICLE TWENTY-FOUR**

**NUISANCES**

No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other property owners or tend to damage or destroy either private or public property.

**ARTICLE TWENTY-FIVE**

**MOTORIZED VEHICLES**

All motorized vehicles operating within the Center must be properly mufflered so as to eliminate noise which might be offensive to others.

All vehicles operated in the Center are subject to speed limit signs posted in the Center.

DEED RESTRICTIONS - PROGRESS CENTER, UNIT 1

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 20 day of March, 1985.

APALACHEE DEVELOPMENT COMPANY

BY: *Allen J. Keesler, Jr.*  
ALLEN J. KEESLER, JR., President

*J. H. Joyce*  
Assistant Secretary  
STATE OF FLORIDA  
COUNTY OF PINELLAS:

Before me personally appeared ALLEN J. KEESLER, JR. and J. H. JOYCE, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of the above named APALACHEE DEVELOPMENT COMPANY, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Assistant Secretary respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal, this 20th day of March, 1985.

*Mary A. Murphy*

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires APR 17 1987



JOINDER  
IN  
DECLARATION OF COVENANTS AND RESTRICTIONS

EYE RESEARCH LABORATORY, INC.

owner in fee simple of the real property, more particularly described on the attached Exhibit "A," located in Progress Center, Alachua, Alachua County, Florida, does hereby join with Apalachee Development Company in the establishment, promulgation and declaration of covenants and restrictions, and does hereby agree that said covenants and restrictions shall run with the land platted as Progress Center and shall be binding upon all owners thereof.

IN WITNESS WHEREOF, the above-named owner has executed this instrument this 18 day of March, 1985.

EYE RESEARCH LABORATORY, INC.

BY: Richard T. Schneider  
President

WITNESSES:

Wayne Orance  
Ruth Cadwell

STATE OF FLORIDA  
COUNTY OF ALACHUA

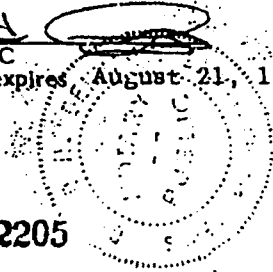
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard T. Schneider to me known to be the person described in and who executed the foregoing JOINDER IN DECLARATION OF COVENANTS AND RESTRICTIONS, and before me that he executed the same.

WITNESS my hand and official seal in the State and County last aforesaid this 18 day of March, 1985.

CLERK OF CIRCUIT COURT  
ALACHUA COUNTY FL

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[Signature]  
NOTARY PUBLIC  
My commission expires August 21, 1987



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PREPARED BY AND  
RETURN TO:

Mirion L. Campbell, Esq.  
P. O. Box 33042  
St. Petersburg, Fl. 33733

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SCHEDULE "A"

LEGAL DESCRIPTION

A portion of Section 24, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the N.W. corner of said section and run thence south 89 degrees 07 minutes 18 seconds east along the north boundary of said section 35.58 feet to a point on the southwesterly right-of-way line of State Road Nos. 20 and 25, U.S. Highway No. 441 (200' R/W), said point lying on the arc of a curve concave northeasterly and having a radius of 2391.86 feet; thence southeasterly along the arc of said curve and along said right-of-way line through a central angle of 24 degrees 08 minutes 14 seconds an arc distance of 1007.63 feet, said arc being subtended by a chord having a bearing and distance of south 58 degrees 40 minutes 12 seconds east, 1000.19 feet; thence south 18 degrees 03 minutes 49 seconds west, 640.61 feet to the point of BEGINNING, thence continue south 18 degrees 03 minutes 49 seconds west, 260.54 feet; thence north 65 degrees 34 minutes 28 seconds west, 151.26 feet to the beginning of curve concave southwesterly and having a radius of 440.00 feet; thence northwesterly along the arc of said curve through a central angle of 03 degrees 03 minutes 25 seconds an arc distance of 23.48 feet, said arc being subtended by a chord having a bearing and distance of north 67 degrees 06 minutes 11 seconds west 23.47 feet; thence north 18 degrees 03 minutes 49 seconds east, 241.80 feet; thence south 71 degrees 56 minutes 11 seconds east 173.72 feet to the point of BEGINNING.

Containing 1.00 acres, more or less.



FIRST AMENDMENT TO PROGRESS CENTER

RECORDED  
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UNIT I

1990 FEB 13 A 10:58 DECLARATION OF COVENANTS AND RESTRICTIONS

This First Amendment, made and published this 10th of February, 1990, by Talquin Development Company, a Florida Corporation, formerly known as Hunnicutt Equities, Inc., the successor in interest to Apalachee Development Company, with its principal place of business in St. Petersburg, Pinellas County, Florida (hereinafter referred to as "Developer");

W I T N E S S E T H

WHEREAS, Developer is the developer of that certain development known as Progress Center and situate, lying and being in Alachua County, Florida, more particularly described as follows:

ALL OF PROGRESS CENTER, a subdivision as per map or Plat thereof as recorded in Plat Book M, Page 82 of the public records of Alachua County, Florida, (hereinafter referred to as "Progress Center")

and

WHEREAS, Developer has heretofore enacted certain covenants and restrictions running with the land and encumbering Progress Center as evidenced by that certain Progress Center Unit I Declaration of Covenants and Restrictions dated March 19, 1985, and recorded in the Public Records of Alachua County, Florida, in Official Record Book 1588, Page 2207 (the "Declaration"), and

WHEREAS, development of property within Progress Center is subject to that certain Development Order adopted by the City of Alachua, Florida by Resolution No. R-87-5, dated February 2, 1987 (said Resolution, as it may be amended from time to time is hereinafter called the "Development Order") and

WHEREAS, Section 4(1) of the Development Order requires that all conditions of the Development Order be incorporated into all restrictive covenants associated with Progress Center and any amendments thereof, and

WHEREAS, Section 4(6) of the Development Order provides that the Developer shall prepare a hazardous material management plan which shall be followed by the Developer and each occupant of Progress Center, and

WHEREAS, Developer has prepared and submitted a hazardous material management plan dated September, 1987 (the "HMMP") in compliance of Section 4(6) of the Development Order, and

RETURN TO: Marion L. Campbell, Esquire  
Post Office Box 33042  
St. Petersburg, FL 33733 1 -

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WHEREAS, the HMMP provides for the establishment of a property owners association for Progress Center to effect certain of the procedures provided for in the HMMP, and

WHEREAS, Section 4(7)(e) of the Development Order requires that certain restrictions in development be placed on certain portions of Progress Center, and

WHEREAS, Article Four of the Declaration grants unto Developer the sole right to include in any contract or deed or other instrument made after the date of the Declaration any additional covenants and restrictions applicable to Progress Center which do not lower standards of the covenants and restrictions contained in the Declaration, and

WHEREAS, Developer desires to amend the Declaration to incorporate therein the conditions of the Development Order, including assuring compliance with the HMMP, and compliance with the provisions of Section 4(1), Section 4(7)(e) and Section 4(6) of the Development Order.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer and each and every owner of any property in Progress Center, the Developer does hereby amend and modify the Declaration as follows.

1. The foregoing recitals are true and correct and are incorporated herein.

2. All defined terms used herein shall have the same meaning as set forth in the Declaration unless otherwise expressly stated.

3. Article Two of the Declaration is hereby amended by renumbering subsection a) through j) to subsection b) through k) and inserting the following as a new subsection a):

"Association" shall mean and refer to Progress Center Property Owners Association, Inc., a not-for-profit corporation.

Additionally, (b) is deleted in its entirety.

4. Article Six is hereby amended to add the following language at the end of the first paragraph:

"and will issue guidelines setting forth criteria to be used by the Committee in its approval process. These guidelines may be amended, modified or otherwise changed from time to time in the sole discretion of the Committee."

5. Section 1 of Article Seven of the Declaration is hereby amended to read as follows:

1. **Membership.** Membership in the Architectural Control Committee shall be as determined in the bylaws of the Association.

6. Subparagraph (a) of Article Eleven of the Declaration is hereby amended to read in its entirety as follows:

- (a) Except as set forth in the following subparagraph (b), each Lot shall contain an area of not less than one (1) acre. Provided, however, Developer shall have the right to designate as a Site any area exceeding one (1) acre, whether or not the Site be a multiple of one (1) acre. Further provided, however, that this subparagraph shall not be deemed as a restriction or prohibition against the establishment of service centers within Progress Center which may result in density within said service centers of greater than one building per acre. No Site shall be subdivided without the prior written approval of the Developer.

7. Subparagraph (b) of Article Eleven is hereby deleted in its entirety and the succeeding subparagraphs are relettered accordingly.

8. The Declaration is hereby amended by adding the following as a new Article Twenty-Six:

#### DEVELOPMENT ORDER

Development of Progress Center shall be subject to the terms and conditions contained in that certain Development Order adopted by the City of Alachua, Florida, by Resolution No. R-87-5 dated February 2, 1987, as said Resolution may be amended from time to time.

9. The Declaration is hereby amended by adding the following as a new Article Twenty-Seven:

#### Progress Center Property Owners Association

Section 1. **Membership.** Every Owner, as defined in Article One, shall be deemed to have a membership in the Association. If fee simple title to a Site is held by more than one person, each such person shall be a member of the Association. For any Site upon which is located a condominium, the condominium association shall be deemed to be the member of the Association. An Owner of more than one Site is entitled to one membership for each Site owned. Each membership is appurtenant to the Site upon which it is based and is transferred automatically by

conveyance of fee simple title to that Site. No person other than a fee simple owner of a Site or condominium association on behalf of the owners of a condominium may be a member of the Association, and no membership in the Association may be transferred except by the transfer of title to a Site; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

**Section 2. Voting.** The Association shall have two classes of voting membership as follows. All votes aggregated from both voting membership shall constitute the total outstanding votes available for voting purposes in determining the action of the Association on any matter to be approved by vote (herein "Outstanding Votes")

**Class A.** So long as there is a Class B membership, Class A members are all fee simple owners except the Developer and are entitled to one vote per acre for each acre, or fraction thereof, contained in the Site owned by such Owner. Upon termination of Class B membership, Class A members shall be all Owners, including the Developer, so long as the Developer is an Owner. There shall be fractional voting for ownership of portions of Lots and all such fractions shall be rounded off to the nearest one-tenth of an acre. If more than one person owns an interest in any Site, all such persons are members; but there may be only one vote cast per Lot with respect to such Site. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted. The condominium association of any condominium located on a Site shall cast all votes attributable to the owners of the condominium. Prior to any meeting at which a vote is to be taken, each co-owner of a condominium association shall file the name of the voting co-owner, or condominium association member, with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners or condominium association has filed a general voting authority with the secretary applicable to all votes until rescinded.

**Class B.** The Class B member is the Developer and is entitled to have four votes per acre for each acre, or fraction thereof, in every Site owned by the Developer. The Class B membership shall cease and be converted to Class A membership upon the happening of any one of the following events, whichever occurs first:

1. When the Developer voluntarily relinquishes its right to Class B membership.
2. When the Developer no longer owns any portion of Progress Center.

The total Outstanding Votes in the Association may vary from time to time depending upon the number of Sites sold to third parties by the Developer.

Section 3. Not-For-Profit Corporation. The Association shall be governed by its Articles of Incorporation; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said Association.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the Association; provided, however, that said rules and bylaws are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

10. The Declaration is hereby amended by adding the following as a new Article Twenty-Eight:

Maintenance and Assessments

Section 1. Association's Responsibilities and Creation of Lien and Personal Obligation of Assessments. The Association shall be charged with the duties specified in the HMMP for Progress Center required pursuant to the Development Order. To fund the Association in the performance of its duties, each Site is hereby subjected to assessments and the Developer, for each Site it owns within Progress Center hereby covenants, and each Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Site and shall be a continuing lien upon the Site against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Site at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to a successor in title unless expressly assumed by said successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to fund the operation of the Association and the performance of its duties as set forth in its Articles of Incorporation and the HWMP for Progress Center.

Section 3. Computation of Assessments. It shall be the duty of the Board of Directors of the Association (the "Board"), at least sixty (60) days before the beginning of the Association's fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Site for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting of the members by a vote of the members representing at least a majority of the total Class A vote in the Association and the vote of the Class B members, if such exist. There shall be no obligation to call a meeting for the purpose of considering the budget except as provided in the bylaws of the Association. Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then, and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment or special assessments; provided, such assessment shall have the affirmative vote or written consent of members or their alternatives representing at least seventy-five percent of the Class A vote in the Association and the affirmative vote or written consent of the Class B member, if such exists. Special assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which such special assessment is approved, if the Board so determines.

The Association may also levy a special assessment against any member to reimburse the Association for costs incurred in bringing a member and his Site into compliance with the provisions of the Declaration, any amendments thereto, the articles, the bylaws of the Association and its rules, which special assessment may be levied upon the vote of the Board after notice to the member and an opportunity for a hearing.

**Section 5. Lien for Assessments.** Upon recording of a notice of lien on any Site, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1), all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of all the Owners, shall have the power to bid for the Site at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Site is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Site shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Site had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. Under no circumstances shall the Board suspend the voting rights of a member for nonpayment of any assessment.

11. The Declaration is hereby amended by adding the following as a new Article Twenty-Nine:

**Additions to Existing Property**

Additional lands may become subject to this Declaration in the following manner:

- (a) **Additions by Developer.** Additional lands contiguous to Progress Center as described in Plat Book M, Page 82 of the Public Records of Alachua County, Florida, may be annexed by the Developer without consent of the members of the Association within twenty (20) years of the date of the Declaration. Any additions authorized under this and the succeeding subsection shall be made by filing an amendment to this Declaration and annexation agreement with respect to the additional property or properties which shall extend the covenants and restrictions of this Declaration to such property. Such amendment must impose an annual assessment on the property covered thereby on a uniform per lot basis, substantially equivalent to the assessments imposed by this Declaration, and may contain

such complementary additions and/or covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

- (b) Other Additions. Upon the approval of the Board, in its sole discretion, the owner of any property who desires to make it subject to this Declaration and to subject it to the jurisdiction may file of record an annexation agreement and amendment to this Declaration upon the satisfaction of the conditions specified in subsection (a) above.
- (c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association, or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all amendments hereto, together with the covenants and restrictions applicable to the properties of the other association, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration or any amendments hereto.

12. The following restrictions are hereby imposed as covenants running with the land on that certain real property described in Exhibit A attached hereto and made a part hereof, which real property lies within the land platted as Progress Carter: The real property described in Exhibit A shall be used for a conservation zone. The siting, construction, maintenance, repair, replacement and use of a retention or detention pond on, over, under, across and through said real property shall be permitted in the conservation zone. Provided, however, that any maintenance on any retention or detention pond constructed on said real property shall not require active, regularly scheduled maintenance in the form of mowing, installation of roads or other activities involving frequent intrusion into the conservation zone; and further provided that any retention or detention pond constructed on said real property shall be designed in such a manner as to preserve as many of the existing trees located on the real property as possible.



13. The following restrictions are hereby imposed as covenants running with the land on that certain real property described in Exhibit B attached hereto and made a part hereof, which real property lies within the land platted as Progress Center: Any development of the real property described in Exhibit B shall provide for the retention of not less than 50% of the existing vegetation and trees in their natural condition.

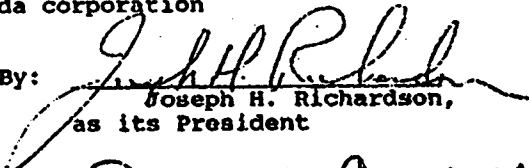
14. Notwithstanding anything in the Declaration to the contrary, Developer reserves the right, by subsequent instrument, to the Declaration, to delete or amend the restrictions and covenants contained in this First Amendment.

15. Except as herein expressly provided, the Declaration is hereby ratified and confirmed and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Assistant Secretary this 12 day of February 1990.

TALQUIN DEVELOPMENT COMPANY, a  
Florida corporation

By:

  
Joseph H. Richardson,  
as its President

Attest:

  
as its Assistant Secretary

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of February, 1990, by Joseph H. Richardson and Marion L. Campbell as President and Assistant Secretary respectively of Talquin Development Company, a Florida corporation, on behalf of said corporation.

UB113

My commission expires:

  
NOTARY PUBLIC

6/TALQDEVFSTAMEND.TDC

EXHIBIT A  
TO  
FIRST AMENDMENT TO PROGRESS CENTER UNIT I  
DECLARATION OF COVENANTS AND RESTRICTIONS

---

A portion of Government Lot 4 of Section 24, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northwest corner of the southwest 1/4 of the northwest 1/4 of said Section (also known as the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 23, Township 8 South, Range 18 East) and run thence South  $01^{\circ}24'48''$  East, along the west boundary of said Section 24, and along the westerly boundary of "Progress Center" according to a Plat thereof as recorded in Plat Book "M", page 82 of the Public Records of Alachua County, Florida, a distance of 1651.01 feet to the northerly right-of-way line of a 100 foot Powerline Easement and the southwest corner of said "Progress Center"; thence South  $87^{\circ}19'03''$  East, along said northerly right-of-way line, and the south boundary of said "Progress Center" 1373.68 feet to the Point of Beginning; thence continue South  $87^{\circ}19'03''$  East, along said northerly right-of-way line and said south boundary 1272.67 feet to the east line of said Government Lot 4 and the southeast corner of said "Progress Center"; thence North  $01^{\circ}27'18''$  West, along said east line and the east boundary of said "Progress Center" 100.26 feet; thence North  $87^{\circ}19'03''$  West, parallel to and 100.00 feet northerly of (measured perpendicular) said northerly right-of-way line and said south boundary 1274.09 feet; thence South  $02^{\circ}15'56''$  East, 100.37 feet to the POINT OF BEGINNING.

Containing 2.92 Acres, more or less.

O.R. 1762 PG 1892  
BK

EXHIBIT B  
TO  
FIRST AMENDMENT TO PROGRESS CENTER UNIT I  
DECLARATIONS OF COVENANTS AND RESTRICTIONS

---

A portion of Government Lots 1 and 4 of Section 24, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of the southwest 1/4 of the northwest 1/4 of said Section (also known as the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 23, Township 8 South, Range 18 East) and run thence South 01°24'48" East, along the west boundary of said Section 24, and along the westerly boundary of "Progress Center" according to a Plat thereof as recorded in Plat Book "M", page 82 of the Public Records of Alachua County, Florida, a distance of 1651.01 feet to the northerly right-of-way line of a 100 foot Powerline Easement and the southwest corner of said "Progress Center"; thence South 87°19'03" East, along said northerly right-of-way line, and the south boundary of said "Progress Center" 2646.35 feet to the east line of said Government Lot 4 and the southeast corner of said "Progress Center"; thence North 01°27'18" West, along said east line and the east boundary of said "Progress Center" 100.26 feet to the Point of Beginning; thence continue North 01°27'18" West, along said east line and said east boundary and the east line of said Government Lot 1, a distance of 385.37 feet; thence South 87°05'30" West, 1274.88 feet; thence South 02°15'56" East, 261.14 feet; thence South 87°19'03" East, parallel to and 100.00 feet northerly of (measured perpendicular) said northerly right-of-way line and said south boundary 1274.09 feet to the POINT OF BEGINNING.

Containing 9.44 Acres, more or less.

PREPARED BY AND AFTER RECORDING  
RETURN TO:  
Mary H. Quinlan, Esquire  
Trenam, Kernker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
Post Office Box 1102  
Tampa, Florida 33601-1102

CIRCUIT COURT CLERK  
J.K. "Buddy" Irby  
ALACHUA COUNTY, FL  
Date 04/06/1998 11:18  
Document ID 1525312  
Book/Page 2161/ 1701

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**SECOND AMENDMENT TO PROGRESS CENTER  
UNIT 1  
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS SECOND AMENDMENT, made and entered into this <sup>February, 1998,</sup> ~~28<sup>th</sup>~~ day of ~~September, 1997,~~ by ECHELON INTERNATIONAL CORPORATION, a Florida corporation, successor by merger to PROGRESS LEASING CORPORATION, as successor by merger to PROGRESS CREDIT CORPORATION, as successor by merger to TALQUIN DEVELOPMENT COMPANY, a Florida corporation, formerly known as HUNNICUTT EQUITIES, INC., the successor in interest to APALACHEE DEVELOPMENT COMPANY, with its principal place of business at One Progress Plaza, Barnett Tower • Suite 1500, St. Petersburg, FL 33701 (hereinafter referred to as "Developer"), and THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as "Trustees"), and RICHARD T. SCHNEIDER and LORE M. SCHNEIDER, husband and wife as to a 50% ownership interest and RICHARD H. KEATES as to a 50% ownership interest, as tenants in common (hereinafter collectively referred to as "Laboratory") (the "Trustees" and the "Laboratory" are hereinafter collectively referred to as "Occupants").

**WITNESSETH:**

WHEREAS, Developer is the developer of that certain commercial subdivision which has commonly been known as "Progress Center" and which is located in Alachua County, Florida, and more particularly described as follows:

ALL OF PROGRESS CENTER, A SUBDIVISION AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 82, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (hereinafter referred to as "Progress Center"); and

WHEREAS, Developer created and recorded the "Progress Center Unit I Declaration of Covenants and Restrictions" dated March 19, 1985, and recorded in the Public Records of Alachua County, Florida, in Official Records Book 1588, Page 2207, as modified and amended by that certain First Amendment to Progress Center Unit 1 Declaration of Covenants and Restrictions dated February 12, 1990, and recorded in the Public Records of Alachua County, Florida, in Official Records Book 1762, Page 1883, which was joined by Eye Research Laboratory, Inc., in that certain Joinder in Declaration and Restrictions dated March 18, 1985, and recorded in the Public Records of Alachua County, Florida, in Official Records Book 1588, Page 2205, (collectively, the "Declaration"), which Declaration encumbers Progress Center; and

WHEREAS, the Developer and the Occupants are the sole "owners" of Progress Center, as defined in the Declaration, and desire to further modify and amend the Declaration;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged by the Occupants and Developer, the Occupants and Developer do hereby amend and modify the Declaration as follows:

1. Title. Developer hereby reserves the right to unilaterally change, modify or amend the name "Progress Center" in Developer's sole and absolute discretion.

2. Uses. The first paragraph of Article Eight is deleted in its entirety and is hereby replaced with the following:

No site within PROGRESS CENTER shall be used except for: (i) research, design, testing, analysis, prototype development, pilot scale production and limited product assembly purposes; (ii) such other purposes, including administrative, professional and support services as the Committee may, in its sole judgment, determine to be an integral part of, related to or derivative of the aforesaid uses; and (iii) all such other uses permitted by all laws, ordinances, rules or regulations of any governmental entity having jurisdiction thereover, subject to the Committee's prior written approval in the Committee's sole and absolute discretion. The Committee shall, in its sole discretion, determine whether or not any existing or proposed use of a Site is a permitted use within the meaning and intent of this Declaration. No use will be permitted of any lands or space within the Center which fails to comport with the performance standards hereinafter set forth, nor shall any use be permitted which constitutes a nuisance, public or private, or which tends to damage or destroy public or private property, or which denigrates the integrity or character of the natural features of the Center.

3. Ratification. Except as herein provided, the Declaration is hereby ratified and confirmed, and remains in full force and effect.

IN WITNESS WHEREOF, Developer, Trustees, and Laboratory have caused this instrument to be entered into the day and year first stated above.

Signed, sealed and delivered in the presence of:

ECHELON INTERNATIONAL CORPORATION, a Florida corporation, as aforesaid

Susan Johnson-Cox  
[Witness Signature Above]

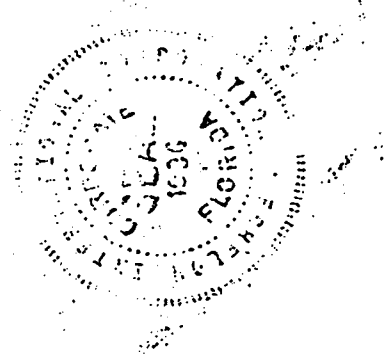
By: Darryl A. Leclair  
Darryl A. Leclair  
President and CEO

Susan Johnson-Cox  
[Print Name of Witness Above]

(Corporate Seal)

Vicki J. Matteson  
[Witness Signature Above]

Vicki J. Matteson  
[Print Name of Witness Above]



AS TO DEVELOPER

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Patricia Toloday  
[Witness Signature Above]

Patricia Toloday  
[Print Name of Witness Above]

Shirley A. Farr  
[Witness Signature Above]

Shirley A. Farr  
[Print Name of Witness Above]  
AS TO TRUSTEES

Lore M. Holt  
[Witness Signature Above]

Teresa M. Holt  
[Print Name of Witness Above]

John D Cox  
[Witness Signature Above]

JOHN D COX  
[Print Name of Witness Above]  
AS TO RICHARD T. SCHNEIDER

Lore M. Holt  
[Witness Signature Above]

Teresa M. Holt  
[Print Name of Witness Above]

John D Cox  
[Witness Signature Above]

JOHN D COX  
[Print Name of Witness Above]  
AS TO LORE M. SCHNEIDER

By: Michael E. Ashby  
Print Name: Michael E. Ashby  
As Its: ASSISTANT DIRECTOR

Approved as to form and legality  
By: [Signature]  
DEP Attorney

[Signature]  
RICHARD T. SCHNEIDER

Lore M. Schneider  
LORE M. SCHNEIDER

*[Handwritten Signature]*

[Witness Signature Above]

Richard T SCHNEIDER

[Print Name of Witness Above]

*[Handwritten Signature]*

[Witness Signature Above]

JOHN D COX

[Print Name of Witness Above]

AS TO RICHARD H. KEATES

*[Handwritten Signature]*  
RICHARD H. KEATES

STATE OF FLORIDA  
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of September, 1997, by DARRYL A. LECLAIR, as PRESIDENT and CEO of ECHELON INTERNATIONAL CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Susan Johnson-Cox  
MY COMMISSION # CC661133 EXPIRES  
July 2, 2001  
BONDED THRU TROY FAIN INSURANCE, INC

(NOTARIAL SEAL)

*[Handwritten Signature]*

NOTARY PUBLIC [Signature Above]

State of Florida

Print Name: Susan Johnson-Cox

My Commission Expires: July 2, 2001

STATE OF FLORIDA  
COUNTY OF LEON

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of September, 1998 by Michael E. Ashe, as ASSISTANT Director of THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, on behalf of the same. He/she is personally known to me or has produced N/A as identification.

*[Handwritten Signature]*

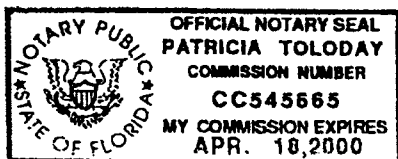
NOTARY PUBLIC [Signature Above]

State of Florida

Print Name: \_\_\_\_\_

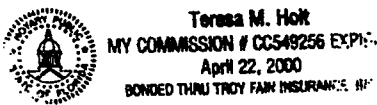
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



STATE OF FLORIDA  
COUNTY OF Alachua

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of A Sept, 1997, by RICHARD T. SCHNEIDER. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARIAL SEAL)

Teresa M. Holt  
NOTARY PUBLIC [Signature Above]  
State of Florida  
Print Name: Teresa M. Holt  
My Commission Expires: 4-22-2000

STATE OF FLORIDA  
COUNTY OF Alachua

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of Sept, 1997, by LORE M. SCHNEIDER. She is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARIAL SEAL)

Teresa M. Holt  
NOTARY PUBLIC [Signature Above]  
State of Florida  
Print Name: Teresa M. Holt  
My Commission Expires: 4-22-2000

STATE OF FLORIDA  
COUNTY OF Alachua

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of Sept, 1997, by RICHARD H. KEATES. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARIAL SEAL)

Teresa M. Holt  
NOTARY PUBLIC [Signature Above]  
State of Florida  
Print Name: Teresa M. Holt  
My Commission Expires: 4-22-2000





2537263

8 PGS

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2537263 8 PGS

Oct 30, 2009 12:39 PM  
BOOK 3916 PAGE 445

J. K. IRBY  
Clerk Of Circuit Court  
Alachua County, Florida  
CLERK3 Receipt # 425137

PREPARED BY & RETURN TO:

**RECORD AND RETURN TO:**  
**DARRYL J. TOMPKINS, PA**  
**P.O. BOX 619**  
**ALACHUA, FL 32010**

**THIRD AMENDMENT TO PROGRESS CENTER UNIT I  
DECLARATION OF COVENANTS AND RESTRICTIONS**

This **THIRD AMENDMENT TO PROGRESS CENTER UNIT I DECLARATION OF COVENANTS AND RESTRICTIONS** ("Third Amendment") is made and entered into on this 28 day of October 2009, by **INNOVATION PARTNERS, LTD.**, as successor developer ("Developer").

**RECITALS:**

WHEREAS, the Developer is the successor-in-interest to that certain commercial subdivision commonly known as "Progress Center," which is located in Alachua County, Florida, and more particularly described as follows:

ALL OF PROGRESS CENTER, A SUBDIVISION AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 82, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA ("Progress Center"); and

WHEREAS, the Developer's predecessor-in-interest enacted the "Progress Center Unit I Declaration of Covenants and Restrictions" dated March 19, 1985, a copy of which is recorded at Book 1588, Page 2207 of the Official Records of Alachua County, as modified and amended by that certain First Amendment to Progress Center Unit I Declaration of Covenants and Restrictions dated February 12, 1990, and recorded at Book 1762, Page 1883 of the Official Records of Alachua County, Florida, and that certain Second Amendment to Progress Center Unit I Declaration of Covenants and Restrictions dated February 28, 1998, and recorded at Book 2161, Page 1701 of the Official Records of Alachua County, Florida (collectively, the "Declaration"), which encumbers Progress Center; and

WHEREAS, on or about May 28, 2004, the City of Alachua, Florida, purchased Parcels 5, 6, and 7 within Progress Center ("Property"), as more particularly described in the Special Warranty Deed recorded at Book 2923, Page 1354 of the Official Records of Alachua County, Florida; and

WHEREAS, the City purchased the Property with a grant from the Florida Communities Trust Program ("Grant"), which restricts the use of the Property to certain recreational and conservation purposes; and

WHEREAS, in accordance with the Grant's restrictions, the City uses the Property for a public little league baseball field and other passive recreational and conservation purposes; and

WHEREAS, the Developer desires to further modify and amend the Declaration to clarify that the Property, which the City purchased with the Grant and is described in Exhibit "A" attached hereto, is not subject to the Declaration, including any management fees or assessments imposed thereunder, so long as the Property is owned by the City; and

WHEREAS, if the City ever transfers title to the Property to any other entity and the Property is no longer being used in accordance with the Grant's restrictions, the covenants and restrictions set forth in the Declaration, including any management fees or assessments imposed thereunder, may be reimposed on the Property by a decision of the majority of the voting members of the Progress Center Property Owner's Association, Inc., if it is not a violation of any law; and

WHEREAS, the Progress Center Property Owner's Association, Inc., after a duly noticed meeting on October 27, 2009, to all of its members, has approved and ratified this Third Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby modifies and amends the Declaration as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Third Amendment for all purposes.
2. **Application of the Declaration to the City Property.** The Declaration is hereby amended by adding the following as new Article Thirty:

#### ARTICLE 30

##### APPLICATION TO CITY-OWNED PARCELS

The covenants and restrictions set forth in this Declaration, including any management fees or assessments imposed pursuant to Article 28, shall not apply to the Property described in Exhibit "A" within Progress Center, so long as such Property is owned by the City of Alachua, Florida, and, as such, the City shall have no voting rights under this Declaration.

3. **Ratification.** Except as specifically modified or supplemented by Paragraph 2 above, the Declaration is hereby ratified and confirmed, and remains in full force and effect, and after the date of execution of this Third Amendment all references to the Declaration shall be deemed to refer

to the Declaration as amended and supplemented by the First Amendment, Second Amendment, and this Third Amendment.

IN WITNESS WHEREOF, the Developer has caused this Third Amendment to be entered into on the day and year identified above.

INNOVATION PARTNERS, LTD., a Florida limited partnership. By: ALACHUA INNOVATION, INC., a Florida corporation Its: General Partner  
By: \_\_\_\_\_

[Signature]  
Print Name: DARRYL J. TOMPKINS

Name: James W. Shaw

Its: Vice President

[Signature]  
Print Name: Sandra E. Howe

Date: October 28, 2009

STATE OF FLORIDA

COUNTY OF ALACHUA \_\_\_\_\_

The foregoing instrument was acknowledged before me this 28th day of October 2009, by James W. Shaw, as Vice President of Innovation Partners, Ltd., a Florida limited partnership, on behalf of the company. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



[Signature]  
Printed Name: Sandra E. Howe  
Notary Public, State of Florida \_\_\_\_\_  
Commission No. DD921183  
My commission expires: 11-15-2013

PROGRESS CENTER PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation,

[Signature]  
Print Name: James W Shan

By: [Signature]

Name: DARRYL J. TOMPKINS

Its: President

[Signature]  
Print Name: Sandra E Howe

Date: 10/28/09

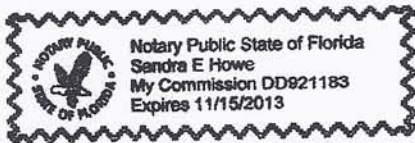
STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October 2009, by Darryl J. Tompkins, as President of Progress Center Property Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the company. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

[Signature]  
Printed Name: Sandra E. Howe  
Notary Public, State of Florida  
Commission No. DD921183  
My commission expires: 11/15/2013

(Notary Seal)



**Exhibit "A"****Legal Description**For: **Innovation Partners, Ltd.****Fee Simple - Parcel 5**

A portion of 'Replat of Progress Center', as per plat thereof, recorded in Plat Book "P", pages 48 and 49 of the Public Records of Alachua County, Florida, lying and being in a portion of Section 23, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida; being more particularly described as follows:

Commence at the intersection of the west boundary of 'Replat of Progress Center' as per plat thereof, recorded in Plat Book "P", pages 48 and 49 of the Public Records of Alachua County, Florida, with the southerly right-of-way line of Technology Avenue (80' right-of-way) and run thence North  $89^{\circ}14'54''$  East, along said southerly right-of-way line, 81.33 feet to the northeast corner of a drainage easement and the Point of Beginning; thence continue North  $89^{\circ}14'54''$  East, along said southerly right-of-way line, 18.78 feet to the beginning of a curve concave southwesterly, having a radius of 360.00 feet; thence southeasterly, along said southerly right-of-way line, and along the arc of said curve through a central angle of  $56^{\circ}58'31''$ , an arc distance of 357.99 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South  $62^{\circ}15'49''$  East, 343.42 feet; thence South  $33^{\circ}46'34''$  East, along said right-of-way line, 151.46 feet to the beginning of a curve, concave northeasterly, having a radius of 340.00 feet; thence southeasterly, along said right-of-way line, and along the arc of said curve through a central angle of  $31^{\circ}30'58''$ , an arc distance of 187.02 feet to a point on the south line of the northeast 1/4 of northeast 1/4 of Section 23, Township 8 South, Range 18 East, Alachua County, Florida and to a point on the south boundary of said 'Replat of Progress Center', said arc being subtended by a chord having a bearing and distance of South  $49^{\circ}32'04''$  East, 184.67 feet; thence South  $89^{\circ}14'54''$  West, along said south line and said south boundary, 436.17 feet to the southeast corner of said drainage easement; thence North  $01^{\circ}34'31''$  West, along the easterly line of said drainage easement, 278.72 feet; thence North  $38^{\circ}03'02''$  West, along the northeasterly line of said drainage easement, 168.18 feet to the Point of Beginning.

Containing 2.39 acres (104,012 square feet), more or less.

## Exhibit "A" Continued

## Legal Description

For: Innovation Partners, Ltd.  
 Fee Simple - Parcel 7.

A portion of 'Replat of Progress Center', as per plat thereof, recorded in Plat Book "P", pages 48 and 49 of the Public Records of Alachua County, Florida, lying and being in a portion of Sections 14 and 23, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida; being more particularly described as follows:

Begin at the intersection of the southeasterly right-of-way line of County Road 2054, also known as S-340-A (50' right-of-way), with the southwesterly right-of-way line of U.S. Highway No. 441 (State Road Nos. 20 and 25) and run thence South  $38^{\circ}32'52''$  East, along said southwesterly right-of-way line and along the northeasterly boundary of 'Replat of Progress Center' as per plat thereof, recorded in Plat Book "P", pages 48 and 49 of the Public Records of Alachua County, Florida, 480.10 feet; thence South  $56^{\circ}04'20''$  East, along said southwesterly right-of-way line and along said northeasterly boundary, 57.85 feet; thence South  $25^{\circ}50'15''$  West, 362.64 feet to a point on the northerly right-of-way line of Research Drive (80' right-of-way), said point lying on the arc of a curve, concave southwesterly, having a radius of 505.70 feet; thence northwesterly along said northerly right-of-way line, and along the arc of said curve, through a central angle of  $17^{\circ}03'28''$ , an arc distance of 150.56 feet, said arc being subtended by a chord having a bearing and distance of North  $72^{\circ}11'23''$  West, 150.00 feet; thence North  $09^{\circ}16'53''$  East, 259.98 feet; thence North  $38^{\circ}32'52''$  West, 421.15 feet to a point on said southeasterly right-of-way line of County Road 2054 and to a point on the northwesterly boundary of said 'Replat of Progress Center'; thence North  $54^{\circ}58'47''$  East, along said southeasterly right-of-way line and along said northwesterly boundary, 69.24 feet to the beginning of a curve concave southeasterly, having a radius of 547.96 feet; thence northeasterly along said southeasterly right-of-way line, along said northwesterly boundary and along the arc of said curve, through a central angle of  $13^{\circ}57'12''$ , an arc distance of 133.45 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}57'23''$  East, 133.12 feet.

Containing 3.56 acres (154,887 square feet), more or less.