

# NORTHGATE BUSINESS PARK

## Covenants and Restrictions

Northgate Center Subdivision, Unit No. 1, 2, 3 & 4 as per plat thereof recorded in Plat Book 27, Pages 24 and 24A of the Public Records of Sarasota County, Florida.

Imposes the covenants, restrictions and easements in this instrument on the use of the property for the mutual benefit and protection of developer and all purchasers of lots in the Industrial Park, their heirs, personal representatives, successors and assigns, herein called owner. The term "owner" does not include Developer, but does include any occupant of a part of the Industrial Park.

1. COVENANTS WITH LAND. All provisions of this instrument are covenants running with the land and every part of and interest in it. Every owner of and claimant against the land, or an interest in it, and their heirs, personal representatives, successors and assigns is bound by the provisions of this instrument. Developer may in leasing or conveying tracts located within such Industrial Park, impose additional covenants and restrictions as may be warranted under the circumstances. These protective covenants may be incorporated in leases and deeds by reference to this agreement.
2. COMPLIANCE WITH LAW.

- (a) All improvements in the Industrial Park and the use of the lots in it shall conform to all building, pollution, environmental and other valid governmental regulations, statutes and ordinances.
  
- (b) No owner shall apply for a variance, exception, change or waiver of any law or governmental regulation until the owner has obtained the prior written consent of Developer or its assigns to the application. If Developer has assigned its rights under this subparagraph to the association provided for under paragraph 14, the written consent of the owners of 75% of the lots shall be required for approval instead of Developer's consent. If the application is not approved by Developer or association, as appropriate, the application shall not be made. Notice to Developer or association, as appropriate, shall be given in the same manner and the same procedure shall apply as provided in paragraph 3 for construction document approval.

### 3. CONSTRUCTION DOCUMENT APPROVAL.

- (a) When an owner proposes to construct improvements in the Industrial Park, two copies of the construction documents, whether original construction, alterations or additions, shall be submitted to Developer at 3400 South Tamiami Trail, Sarasota, Florida 33579, or its assigns, before application is made for a building permit to Sarasota County, Florida. Developer shall examine the construction documents to ascertain that they comply with this instrument, except when Developer has granted a waiver as provided in this instrument. If Developer has assigned to the association

provided for in paragraph 14 Developer's rights under this paragraph, association shall perform the acts required of Developer in this paragraph.

(b)The construction documents shall contain:

- (1) drawings and specifications showing the architectural design and the shape, size, materials and location of all improvements.
- (2) a statement of the use to be made of the improvements.
- (3) a plot plan showing the location of the improvement on the lot, including the location of parking spaces, loading areas and vehicle maneuvering areas.
- (4) a landscaping plan for the area on which improvements and paving are not located.
- (5)the owner's name and mailing address.
- (6)the name and address of the contractor who will construct the improvements.

(7)the name and address of the architect who will design the plans and supervise the construction.

(8)The proposed completion date.

One copy of the construction document shall be retained by Developer.

(c) Developer shall have 30 days within which to review the construction documents and to approve or reject them. If the construction documents are approved, Developer shall issue written approval in duplicate and mail it to the owner at the address given in the construction documents.

(d) If the construction documents are rejected, Developer shall notify the owner in writing, specifying the objections. The owner may change the construction documents to eliminate Developer's objections. If the owner does so, the amended construction document shall be resubmitted to Developer in the same manner as the original documents were submitted and the same procedure shall be followed for approval or rejection.

4. PARKING. The public streets as well as off-street unpaved areas shall not be used for parking. All employees, visitors and service vehicles of businesses located within such Industrial park shall be parked on off-street, hard-surfaced parking areas. All driveways and parking areas located in the portion of any lot from the curb to the rear of the utility easement shall be constructed of Portland cement concrete; all other driveways or parking areas shall be constructed of either asphalt or concrete. All driveways and parking areas shall be

designed to provide sufficient area for the maneuvering and parking of all vehicles entirely on the property of the tenant or owner operating a business within such Industrial Park. No additional curb cuts shall be made within the Industrial park without the written consent of Developer. Developer hereby specifically retains the authority to set all driveway elevations to be used in connecting driveways to public roads at owner's expense. Temporary parking inconsistent with the above limitations may be granted by the Developer in writing where in the Developer's opinion no injury to the Industrial Park or its occupants will occur. No parking spaces shall be permitted within 20 feet of the front property lines.

5. LANDSCAPING. All unpaved and unimproved areas on lots shall be planted and maintained with lawns, trees and shrubs at the owner's expense and shall be kept in a neat and trim manner.
  
6. MAINTENANCE. Tracts within said Industrial park shall be maintained by the owner or tenant in a neat, wholesome and serviceable manner and in conformity with the character of a first class industrial park. Particular attention of each owner or tenant should be directed to the prompt removal of all refuse and garbage and to the maintenance of the grass and landscaped areas on each tract in order to present a park-like atmosphere. Each owner shall be responsible to maintain and keep clear any drains and/or retention areas which might cross his property to allow for adequate drainage of the subdivision. Each owner is aware that failure to maintain the drainage and retention areas could cause substantial damage to other property within the subdivision for which the owner may be

liable. In addition, the owner or owners of Lots 1, 2, 3 12 and 13 shall also be responsible for the maintenance and upkeep of the portion of the landscaped berm on the northern and southern perimeter of the Industrial Park that lies within the boundaries of those lots. Should any owner or tenant fail to maintain such tract as above provided after receiving ten (10) days written notice to correct any deficiencies, the Developer or its assignee may enter upon such premises and correct such deficiency and such owner or tenant agrees to reimburse Developer or its assignee for the cost of such service, and until paid the same shall then and there become a lien upon said tract which lien shall be evidenced by a document in writing recorded in the Public Records of Sarasota County, Florida, and which lien shall subject the owner to liability for reasonable attorney's fees in connection with collection thereof.

7. STORAGE. Temporary or permanent storage of materials shall be prohibited on all tracts outside of enclosed buildings and enclosed storage areas on such tracts. Raw materials, products and equipment temporarily located upon the premises outside of enclosed areas shall be confined to areas approved in writing by the Developer or its assigns. All outside storage areas shall be completely enclosed from the front by one of the following:

(1) A wire mesh or hurricane fence of sufficient height to conceal all stored items surrounding which fence shall be planted Confederate Jasmine at intervals not to exceed six (6) feet so as to allow said Confederate Jasmine to grow on the subject fence thereby forming a solid barrier. Owner shall be responsible for the permanent maintenance of said plantings in a neat and trim manner. In no event shall said

fence exceed the height of twelve (12) feet and in no case shall materials be stacked or stored so as to exceed the height of the fence; or

(2) A hedge of *Viburnum Odoratissimum* which shrubs will be planted at intervals of not less than three (3) feet and in a height sufficient to conceal any outside storage with a maximum height of twelve (12) feet. Owner shall be responsible for the permanent maintenance of said plantings in a neat and trim manner. In no event shall materials be stacked or stored so as to exceed the height of the *Viburnum Odoratissimum* hedge; or

(3) A solid masonry wall with solid entrance and exit gates in a height of not less than six (6) feet and not more than twelve (12) feet around which wall shall be planted suitable landscaping with an interval between plants not to exceed three (3) feet. Owner shall be responsible for permanent maintenance of said plantings in a neat and trim manner. In no event shall materials be stacked or stored so as to exceed the height of the wall; or

(4) By construction of some other form of fence, hedge or wall proposed by the owner and submitted to the Developer for written approval of the Developer or its assigns. In no event shall said proposal involve a fence, hedge or wall in excess of twelve (12) feet and in no case shall materials be stacked or stored so as to exceed the height of the fence, hedge or wall. Owner shall be responsible for the permanent maintenance of all plantings in a neat and trim manner. In

all cases the proposal shall encompass a fence, hedge or wall which will conceal all stored materials.

Regardless of the method of concealment of outside storage, there shall be solid entrance and exit gates.

In addition, regardless of the method of concealment of outside storage, no motor vehicle which is inoperable or trailer which is usable or unusable shall be stored or used for storage on any lot or parcel of ground in this Industrial Park unless it is within a completely enclosed building.

8. SIGNS. One identifying sign shall be allowed for each business. The sign may contain the name, insignia, logo and slogan, or any of them, of the occupant. The sign shall be affixed to the main building as a part of its architectural design or shall be a free standing structure. A sign affixed to a building shall consist of relief letters or symbols and shall be placed only on the front side and shall not protrude beyond the top or side corners of the front wall or more than two feet from the wall surface. The sign shall not exceed 10% of the area of the front wall . Free standing signs shall be in the front setback area and shall setback at least 15 feet from the street right-of-way line. No free standing sign shall exceed 75 square feet in area or 25 feet in height. Signs necessary for directional or safety purposes shall be permitted. No advertising signs shall be permitted. No signs with neon or intermittent or flashing lights shall be permitted. All signs shall be in compliance with all applicable governmental regulations.
  
9. NOXIOUS USES. No part of a lot and no building or structure shall be used for the manufacture, storage, distribution or sale of any product that increases the fire hazard of any adjoining

lot or lots or that causes the emission of noxious fumes, odors, dust, gases, vibrations or noises or that will be injurious to other property in the Industrial park or that injures the reputation of the Industrial Park or neighboring property or for any use in violation of valid local, state or federal laws. Operations creating glare shall be shielded so that the glare cannot be seen outside the exterior of the structure within which the operations are conducted.

10. SETBACK LINES. Setback lines shall be measured from the property line to the nearest building wall or other vertical structure.

(1) Front yard, 20 feet.

(2) Rear yard, 10 feet.

(3) Side yard, Fire Resistive Construction:

Building must be set back five (5) feet from side property line.

(4) Corner lots, Corner lots are considered to have two front and two side yards.

No setback shall be less than minimum per the Sarasota County Zoning and Building Codes.

All applicable building and zoning codes must also be complied with in every particular. If any Owner acquires a tract comprised of contiguous lots the above set backs shall apply to the entire tract and not individually to each platted tract.

11. WATER SERVICES. All structures constructed upon tracts in the Industrial park shall be connected to the water and sewer system operated by Dolomite Utilities or such other company Developer chooses. All owners of property within the Industrial Park expressly grant to the Developer, its successors or assigns, and to any utility company approved by the Developer, the right, license and easement for any agent and/or employee thereof to enter upon any of the tracts of the Industrial park and premises contained thereon for the purpose of installation of water meters, water and sewer lines, and for routine reading, service and common inspection and maintenance of water and sewer installation. No industrial waste shall be dumped into the Industrial Park sewer system without prior, express, written permission of Developer, and Developer's Engineering consultant and Dolomite Utilities or such other company developer choose.

12. RESTRICTIONS.

- (a) No more than 50% of the area of a tract, whether one or more lots, shall be covered by buildings. No more than 75% of the area of the tract shall be covered by buildings and approved outside storage. No more than 80% of the tract shall be covered by buildings, approved outside storage and paving. All buildings fronting on Northgate Boulevard or fronting on Independence Boulevard shall have an attached office and/or a front façade approved in writing by the Developer or his assigns.
- (b) All utility services within a tract and all internal utility, communication and power lines shall be underground.

- (c) Light used to illuminate signs, facades, buildings, parking and loading areas shall be so arranged as to eliminate glare from streets. No neon Lights, intermittent or flashing lights shall be allowed
- (d) No unpainted cement blocks or unpainted metal walls shall be allowed.
- (e) No residential use or occupancy shall be permitted.
- (f) No animals shall be kept, bred or raised except security watch dogs.
- (g) No radio, television or other communication system antenna shall be placed on any exterior part of a building or tract without the written consent of Developer.
- (h) Use of the property for any of the following is prohibited: night club bars, taverns, auction houses, pawn shops, motion picture houses, to-kart tracks, skate board tracks, golf driving ranges, drive-in restaurants, carnivals, circuses, pony rides, skating rinks, archery range, auto laundry, car washes, coin laundry, commercial tourist attractions, package liquor stores, truck stops, gas stations, motor vehicle body repair shops, (even though inside).

13. DEEDS. The provisions of this instrument shall be incorporated in any deed, lease, contract or other document concerning the land described in this instrument whether referred to in the deed, lease, contract or other document or not. All such instruments shall specifically state that same is subject to the provisions of this instrument.

#### 14. ASSOCIATION.

- (a) An association of owners of lots in the Industrial Park shall be created by developer. It shall be a non-profit corporation under Florida law and shall be known as NORTHGATE CENTER SUBDIVISION, UNIT NO. 1 OWNERS ASSOCIATION, herein called Association. Each owner shall become a member of the Association when the conveyance of a lot to the owner is recorded and shall begin paying to Association assessments as provided in this paragraph.
- (b) Lots may be owned by more than one person. In this event each co-tenant, joint owner or tenant by the entirety shall be a member of the Association, but each lot shall have only one vote in meetings of members of Association. Multiple owners shall cast their votes as provided in the bylaws of Association. For the purpose of voting at meeting of Association, Developer shall have one vote for each lot to which Developer has title.
- (c) Association shall institute and continue policies and programs to maintain a quality Industrial Park. The Association shall have no right to modify or impose restrictions upon the Industrial Park without the prior written consent of the owners of not less than seventy-five percent (75%) of the lots in Northgate Center Subdivision, Unit No. 1 and without the prior written consent of the Developer.
- (d) Developer may in its discretion assign to Association all of Developer's rights and privileges to under this instrument by assignment recorded in the public records of Sarasota County, Florida. If an assignment is made by Developer to Association, Developer shall be divested of all of its rights

and obligations under this instrument and Association shall succeed to them

- (e) Developer may in its discretion convey to Association title to any interests that Developer owns or holds within the Industrial Park by a deed recorded in the public records of Sarasota County, Florida. If such a conveyance is made, Association shall become the owner of the interests and shall be responsible for obligations pertaining to the interests.
- (f) The expense of operating Association and of paying Association expenses shall be payable to Association not less often than annually as provided by resolution of Association or in its bylaws. Association shall assess each lot for an equal share of the expenses. Assessments shall be determined on a basis of plat and lots (not parcels), regardless of ownership or of multiple lot use by one owner, except that platted Lot 3 shall be treated as two platted lots for purposes of sharing expenses pursuant to this section. No annual lot assessment shall be more than \$500.00 (increased annually by the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) all items, using January 1980 as the base period) unless Association adopts an increase by the affirmative vote of 51% of the lots. All assessments shall be uniform among the lots. If the assessment for for a lot is not paid when due, the assessment shall become a lien on the lot as provided in paragraph 15.
- (g) Developer shall operate Association for not more than five years from the date of this instrument and shall make assessments for the operational costs of Association and

shall pay the expenses of Association. Developer shall render an annual accounting to the members of Association.

15. DEFAULT.

- (a) If an owner violates or attempts to violate any part of this instrument. Developer or the Association may, but shall not be required to, prosecute proceedings to enforce this instrument or to recover damages.
- (b) If an owner does not comply with the provisions of this document, Developer or Association, as appropriate, may do whatever is necessary to correct the failure to comply and the expense of correcting the failure or any sum due as an assessment to Association shall become a lien upon the lot when a claim of lien is recorded in the public records of Sarasota County, Florida. Sums due under this subparagraph shall bear interest at the legal rate and shall be subject to foreclosure as though the same were a mortgage.
- (c) If Developer or Association incurs expense because of an owner's default, whether as a result of legal proceedings or not, Developer or Association, as appropriate, shall recover the reasonable expenses including reasonable attorney's fees and costs for negotiation, trial, appeal or otherwise and these expenses shall become a lien as provided in subparagraph (b).
- (d) The remedies contained in this paragraph are cumulative to all other remedies contained in this instrument or provided by law, nor or hereafter.
- (e) If any part of this instrument is found invalid, by judgment or court order or in any other manner, no other part shall be affected thereby.

16. AMENDMENT. This instrument may be amended by Developer as long as Developer owns 50% or more of the lots in the Industrial Center. Amendments may be made by Association when approved by the owners of 75% or the total acreage in the Industrial park; however, amendments by Association shall not be valid without Developer's written consent so long as Developer owns any lot in the Industrial Park. Amendments shall become effective when duly executed and recorded in the public records of Sarasota County, Florida. No amendment shall invalidate any action property taken under this instrument nor terminate or modify or affect any rights reserved in this instrument to Developer.
17. TERM. Provisions of this instrument shall continue in effect until January 1, 2020, unless amended as provided in paragraph 16.
18. INTENTION. It is expressly understood that Developer desires to maintain a first-class Industrial Park and Developer expressly restricts this Industrial Park so as to prohibit any industrial feature or design which would detract, in the sole opinion of the Developer, from the character of a first-class Industrial Park. Developer will not, for instance, approve any construction fronting the roadway which would detract from the character of the Industrial Park or which would not provide an attractive buffer from the roadway.

19. EASEMENTS. Developer reserves an easement over, under, on and across all streets and utility easements for the use of Developer and owners and utilities in any additions to the Industrial Park and for construction and development of any improvements in the addition.

20. ADDITIONAL PROPERTY. Additional sections of the Industrial park may be created by Developer on lands abutting or adjacent to those described in this instrument. If created, the additional parts of the Industrial park may be operated and managed in whole or in part in conjunction with the part described in this instrument through Association. In that event the provisions relating to Association may be deemed at Developer's option to include all of the property that is a part of the Industrial park and shall apply accordingly.

21. NO ZONING CHANGES. Purchasers of tracts in the Industrial Park agree for themselves and their assigns not to initiate or be a party to any petitions for any change in the zoning of any tract within the Industrial Park without the prior written consent of the Developer so long as the Developer still owns any tract within the Industrial Park or without the prior written consent of the owners of not less than seventy-five per cent (75%) of the land area in Northgate Center Subdivision, Unit No. 1 when the Developer owns no tract within the Industrial Park.

