

NORTHGATE [REDACTED] CENTER
COVENANTS AND RESTRICTIONS

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BY THIS INSTRUMENT, STOKER CORPORATION, herein called Developer, the owner of the following described property in Sarasota County, Florida, herein called Industrial Park to wit:

Northgate Center Subdivision, Unit No. 1, 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,

*Only show
700 West Cherry Ave.
Sarasota, Fl. 33578*

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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.

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- (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

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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

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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

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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.