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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.

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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.

Non-Fire Resistive Construction:
Building must be set back eight
(8) 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 pro-
perty 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 con-
tained thereon for the purpose of installation of water
meters, water and sewer lines, and for routine reading, ser-
vice 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.

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(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 facade 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, skateboard 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 due 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

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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.

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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 properly 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.

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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.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name, and the corporate seal to be hereunto affixed by its proper officers on September, 23 1980.

ATTEST:

STOKER CORPORATION

By: Charles E. Stottlemeyer
CHARLES E. STOTTLEMYER,
Secretary

By: Robert A. Richardson
ROBERT A. RICHARDSON,
President

(CORPORATE SEAL)

