

# **DEED COVENANTS AND RESTRICTIONS**

EXHIBIT "A"

PARCEL I

That part of:

NE 1/4 of the NW 1/4 of Section 22, Township 2 South, Range 13 East, being more particularly described by metes and bounds as follows: Begin on the North line of Section 22, Township 2 South, Range 13 East, at a point 906.80 feet Westerly from the intersection of the centerline of U.S. 90, State Road 10, and the North line of said Section 22, run thence S. 0°43' E. 855.00 feet, run thence N. 88°46'00" E. 510.00 feet, run thence S. 0° 43'00" E. 473.6 feet, run thence S. 88°49'00" W. 1271.8 feet, run thence N. 0°42'00" W. 1327.00 feet to the North line of said Section 22, run thence N. 88°46'00" E. 761.7 feet to the point of beginning;

Containing 28.29 acres, more or less,

LESS AND EXCEPT the following described lands:

Commence at the Southwest corner of the NE 1/4 of NW 1/4 of Section 22, Township 2 South, Range 13 East, and run Northerly along the West line of said NE 1/4 of NW 1/4 a distance of 472 feet to the point of beginning, thence continue to run Northerly along said West line a distance of 412.6 feet, thence run East 761.07 feet, thence run Southerly parallel to said West line a distance of 412.6 feet, thence run West 761.07 feet to the point of beginning; containing 7.2 acres, more or less;

Parcel I containing 21.08 acres, more or less, exclusive of existing road right of way, if any.

PARCEL II

The SE 1/4 of NW 1/4 of Section 22, Township 2 South, Range 13 East, containing 40 acres, more or less, LESS 397 feet North and South by 550 feet East and West in the Northeast corner, and LESS 5 acres in the Southeast corner, 560 feet North and South by 389 feet East and West, and LESS the following described lands:

Commence at the Northeast corner of the SE 1/4 of NW 1/4 of Section 22, Township 2 South, Range 13 East; thence run S. 00°01'20" W. a distance of 397.00 feet to the Point of Beginning; from the Point of Beginning continue to run S. 00°01'20" W. a distance of 371.4 feet; thence run S. 89°35'40" W. 220 feet; thence run N. 00°01'20" E. 371.4 feet; thence run N. 89°32'16" E. 220 feet to the Point of Beginning; said parcel of land lying and being situated in the SE 1/4 of NW 1/4 of Section 22, Township 2 South, Range 13 East, and containing 2.38 acres, more or less;

Parcel II containing 27.62 acres, more or less, exclusive of existing road right of way, if any.

SUWANNEE COUNTY INDUSTRIAL PARK  
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the SUWANNEE COUNTY DEVELOPMENT AUTHORITY (hereinafter called "Authority"), is the owner of real property in Suwannee County, Florida, particularly described on Exhibit "A", attached hereto; and

WHEREAS, the Authority desires to place certain covenants on the real property described on Exhibit "A", and restrict the future use and development thereof for a period of time as hereinafter set forth; and

WHEREAS, the Authority intends to give notice to all persons and parties of these covenants and restrictions by recordation in the deed records of Suwannee County, Florida.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the Authority, for itself and its grantees, successors and assigns, does hereby restrict the use, as hereinafter provided, of all the property described on Exhibit "A", attached hereto (all of said property being hereinafter sometimes referred to as "said property" or "the property"), and does hereby place upon said property the following covenants and restrictions to run with the title to same, and the grantee or grantees in any deed conveying any lot or lots, parcels or tracts, within said property, or any portions thereof, and all other persons or parties acquiring title in any manner, shall be deemed, by the acceptance of such deed, deeds or title, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions, as hereinafter set forth, to-wit:

1. PRIMARY INTENDED USE. All of the property shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial office purposes only. Retail sales of merchandise or services shall not be permitted except for those incidental to the primary use.

2. PROHIBITED USES. No land or building shall be used or occupied which does not conform to the performance standards of paragraph 4. In addition, the following uses are specifically prohibited:

A. Residential purposes.

- B. Commercial incineration.
- C. Junk yards, auto wrecking, or salvage yards.
- D. Rubbish, garbage or trash dumps.
- E. Outside storage unless in conformance with paragraph 3.D.
- F. Manufacture of explosives.
- G. Meat packing or meat processing plants, stock or slaughter yards.
- H. Pulp or paper mills.
- I. Fertilizer and feed plants and fertilizer mixing establishments.
- J. Metal or ore foundries.
- K. Any other uses not in conformity with the primary intended use set forth above, unless specifically approved by the Authority.
- L. The Authority reserves the right, in its sole discretion, to prohibit any use of land in the Park that may cause objectionable noise, vibration, odor or sight pollution.

3. REQUIRED CONDITIONS. The buildings or uses permitted in the industrial district shall comply with the following conditions:

A. SETBACKS. No building shall be located within twenty (20) feet of the right of way line of a public street nor within fifteen (15) feet of any property line. Construction on two (2) or more lots shall be treated as one (1) lot for setback purposes.

B. MINIMUM LOT WIDTH. Each lot shall have a minimum lot width of one hundred (100) feet measured along the required front street setback line.

C. MAXIMUM BUILDING COVERAGE. The total first floor area of all buildings shall not exceed three-fifths (3/5ths) of the total lot area.

D. STORAGE. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such walls, fences and landscaping as may be adequate to screen such materials and equipment from ground eye level view from areas outside of the lot boundaries. Front setback area shall not be used

for storage of materials, products, or goods.

E. LANDSCAPING. Owner or lessee shall landscape that portion of his property between building or buildings and the property line of abutting streets and shall remove debris and any other unsightly materials from the remainder of the property at his own expense. Each owner or lessee shall maintain his landscaping in a safe, clean, and attractive condition.

F. OFF-STREET PARKING.

(1) No parking or loading shall be permitted on any street or road, either public or private, or at any place other than paved parking or loading areas which shall be provided in accordance with the following, and each owner shall be responsible for compliance by its employees and visitors.

(2) Off-street parking areas shall be located at least fifteen (15) feet from any public dedicated right of way and at least five (5) feet from a building or property line, unless fully screened by an appropriate hedge.

(3) All driveways and parking areas shall be constructed with concrete or asphalt surface materials in accordance with the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, and shall include adequate drainage facilities to dispose of all storm water into the Industrial Park drainage system.

(4) Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

(5) Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets and residential districts.

G. CONSTRUCTION AND APPEARANCE. All buildings shall conform to all applicable building codes or standards and health and zoning regulations, as they may exist from time to time, in Suwannee County,

Florida. In the event any such standards, codes, or regulations conflict with these covenants and restrictions, then the more restrictive application or interpretation shall apply.

(1) No building shall be constructed with used materials, except used brick or natural stone.

(2) All exterior walls shall be of masonry or metal construction or of such other materials as may be considered by the Authority, its successors and assigns, to be of similar strength, fire resistance, durability and appearance. Concrete block construction shall be finished with face brick, stucco, gunite, or other material which, in the opinion of the Authority, is of suitable strength, fire resistance, durability and appearance.

(3) All buildings shall provide an aesthetically attractive facade on the entrance side of said buildings.

H. UTILITY EASEMENTS. All utility easements shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

I. WALLS AND FENCES. Walls or fences shall be erected or installed to be compatible with decor of building.

J. ACCESSORY OR TEMPORARY BUILDINGS. No tents, accessory or temporary buildings shall be permitted unless approved in writing by the Authority.

K. GARBAGE CONTAINER, OIL AND GAS TANKS, AIR CONDITIONERS. All garbage or trash containers, oil tanks and bottled gas tanks, must be underground or, if above ground, must be screened by such walls, fences and landscaping as may be adequate to screen such materials and equipment from ground eye level view from areas outside of the lot boundaries.

L. TRUCKS, MOBILE HOMES, CAMPERS, VANS, TRAILERS AND BOATS. Large trucks, mobile homes, campers, vans, trailers and boats shall not be stored on the property. This provision shall not apply to items of inventory on the property. None of the aforementioned

shall be used as a domicile or residence, either permanent or temporary, except for security purposes.

M. MAINTENANCE OF PARK. No trash, refuse or unsightly objects shall be permitted to exist on any portion of the property. Owners shall be responsible for maintaining the land and buildings in an attractive condition at all times.

N. NUISANCES. Nothing shall be done which constitutes a public or private nuisance.

4. PERFORMANCE STANDARDS. All the following minimum standards must be complied with:

A. FIRE AND EXPLOSION HAZARDS. All activities shall be conducted only in structures which conform to the standards of the National Fire Protection Association, concerning a plant operation, storage of explosive raw materials, fuels, liquids and finished products.

B. SMOKE, FUMES, GASES, DUST, ODORS. There shall be no excessive emission of smoke, fumes, gas, dust, noise, or odors. In any event, all activities creating such emissions shall comply with all applicable local, state, and federal environmental laws, rules and regulations.

C. LIQUID OR SOLID WASTES. The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall comply with all applicable local, state and federal health and environmental laws, rules and regulations.

D. SITE DRAINAGE. All plans for natural drainage and surface water run-off must be approved by the City of Live Oak engineer as complying with standards set forth under the land development section of the municipal code of the City of Live Oak prior to submission of site plans to the Authority, pursuant to paragraph 6 below.

5. SIGNS. Signs are permitted if accessory to the business conducted on the property and subject to compliance with the following:

A. BUSINESS SIGNS ON BUILDINGS. Business signs may be erected provided that the sum area does not exceed two (2) square feet per foot of building frontage, and provided further that in no

event shall the total area of any such sign exceed one hundred (100) square feet in size. Such signs shall be attached to the principal building and shall not extend above the roof line.

B. FREE STANDING NAME PLATE SIGNS. In addition to building signs, each separate lot may have one (1) free standing name plate sign which is accessory to the business conducted on the premises. Any free standing name plate sign as permitted by this section must meet all of the following requirements:

(1) The height shall not exceed six (6) feet.

(2) No free standing name plate sign shall be nearer than five (5) feet to any abutting street right of way or property line.

(3) The area of the sign shall not exceed nine (9) square feet.

(4) In the event there is more than one (1) tenant in the business building, each tenant is entitled to one (1) name plate attached to the free standing sign provided. However, each such name plate sign shall be of uniform dimensions and lettering, and no name plate shall exceed three (3) square feet in area.

C. LIGHTING. No sign shall be lighted by means of flashing or intermittent illumination.

D. OBSTRUCTION OF VISION. There shall be no sign on any corner lot which unreasonably obstructs vision from motor vehicles.

6. PLANS AND SPECIFICATIONS APPROVAL. Prior to construction or alteration of any building or improvement on a building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to the Authority at a regular meeting. Written approval of such plan by the Authority shall be proof of compliance with this paragraph; provided, however, that if the Authority fails to approve or disapprove such plans and specifications within forty-five (45) days after such plans have been submitted to it, such approval shall not be required. Site plans shall contain the following information:

A. SITE PLANS. The site plans shall be drawn to a scale of 1" = 30' or 1" = 40' and shall show the following:



- (1) All lot line dimensions.
- (2) Building setback, side line and rear yards distances.
- (3) Location of all proposed buildings.
- (4) Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and areas, which shall be located at the rear or side of the structure or site.
- (5) Location and description of all proposed signs.
- (6) Type of surface paving and curbing.
- (7) Storm drainage facilities and means of disposal of storm water with confirmation of city approval.
- (8) All landscaping, fences, walls, or similar facilities to be provided.
- (9) The specific types of material to be used in construction.
- (10) The exterior color of the completed building(s).

B. NONCOMPLIANCE. If the site plan is rejected by the Authority due to noncompliance with the restrictions herein, the applicant shall remedy any and all elements in the plan prior to further consideration.

C. PREPARATION. All plans for building designs shall be prepared by a licensed architect and or engineer and all site engineering shall be prepared by licensed civil engineers.

7. TERMINATION. These covenants and restrictions shall terminate on January 1, 2014, and thereafter automatically renew for ten (10) year periods, unless a majority of owners of parcels, tracts or lots within the property vote to rescind them.

8. AMENDMENTS. The Authority hereby reserves for itself and its successors and shall have the absolute right, but not the obligation, for so long as the Authority owns any parcel, tract or lot within the property:

A. To amend these covenants and restrictions, but all such amendments shall conform to the general purpose and standards of

the covenants and restrictions herein contained, provided, however, that this shall not prevent the Authority from waiving or amending any restrictions as to building setback lines and square foot requirements as to any parcel, tract or lot.

B. To amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

C. To include in any contract, deed or other instrument hereinafter made relating to any particular lot or lots, any additional covenants, restrictions, or reserved easements applicable to the said lot or lots which do not lower the standards of the covenants and restrictions contained.

D. To release any lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building setback lines, square foot requirements and provisions hereof relating thereto) if the Authority, in its sole judgment, determines such violation to be insubstantial.

E. Any amendments to these covenants and restrictions shall be effective when recorded in the public records of Suwannee County, Florida.

9. ENFORCEMENT AND INVALIDATION. The Authority, its successors or any of its grantees or lessees, may enforce these covenants and restrictions by injunctive process or may recover damages or utilize any other available legal or equitable remedy. Invalidation of any of these covenants and restrictions by legal process shall in no way affect any of the other covenants and restrictions which shall remain in force and effect.

10. ATTORNEY'S FEES AND COSTS. All persons or parties that shall violate any one or more of these covenants or restrictions agree, by acceptance of title to any lot, parcel or tract located within the lands described in Exhibit "A", to pay all costs and attorney's fees incurred by any other person or party that shall prevail in any action to enforce these covenants and restrictions, including costs and attorney's fees incurred before or during trial or on appeal.

IN WITNESS WHEREOF, the undersigned have caused these covenants and restrictions to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Signed, sealed and delivered in the presence of:

SUWANNEE COUNTY DEVELOPMENT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Chairman

STATE OF FLORIDA  
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_, CHAIRMAN of the SUWANNEE COUNTY DEVELOPMENT AUTHORITY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_