

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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**AMENDED AND RESTATED RESTRICTIONS
FOR
SOUTH GATE
UNIT # 17**

PART A: PREAMBLE

Certain restrictions and covenants were filed for record in Deed Book 376, pages 321-332 inclusive pertaining to South Gate Unit 17. These restrictions were amended by instrument recorded in Deed Book 387, pages 557 through 559, inclusive, Public Records of Sarasota County, Florida.

The undersigned officers of South Gate Community Association, Inc., a Florida not-for-profit corporation organized and existing to enforce the terms, conditions, restrictions and covenants of said restrictions hereby certify that the Restrictions were amended by not less than a majority of the lot owners in each block of the subdivision and by not less than a majority of all the lot owners in the entire subdivision by written consent in the manner contemplated under the Restrictions. The written consents of the lot owners are attached as exhibits.

This document integrates into one instrument the original Restrictions, as previously amended together with the amendments recently adopted by the lot owners and represents an up to date set of Restrictions for the subdivision.

PART B: AREA OF APPLICATION

1. The covenants and restrictions, in their entirety, shall apply to the following described property, situate lying and being in Sarasota County, Florida, more particularly described, to wit:

SOUTH GATE, UNIT NO. 17, as per plat thereof which appears of record in Plat Book 10, Page 101, of the Public Records of Sarasota County, Florida.

PART C: GENERAL COVENANTS

1. GARAGES: No garage shall be erected on any lot prior to the construction of a dwelling. If the garage is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of materials as the dwelling and shall be substantial and shall conform architecturally with the dwelling, and shall be attached to such dwelling.

2. BUILDING PLANS - APPROVAL: No building shall be erected, placed or altered on any lot until the drawings and specifications for all buildings, alterations and changes and plan, showing the location of the structure and other developments of any lot, including but not limited to the construction of swimming pools, decks, storage buildings, fences and building additions, shall be submitted for the approval of South Gate Community Association, Inc., of Florida a non-profit corporation, its successors or assigns or its designee. One copy of the drawings and specifications of each improvement or alteration

shall be filed as a permanent record with South Gate Community Association, Inc., its successors, assigns or designee. At the time such drawings and specifications are approved by South Gate Community Association, Inc., its successors, assigns or designee, a building permit shall be issued without cost, and written evidence that such permit was issued must be posted in a conspicuous manner on such forms as South Gate Community Association, Inc., its successors, assigns or designee may provide, on the property wherein the building, alteration, change or other development is being made. Remodeling of the interior of an existing building is excluded from this requirement of prior approval.

3. **LAWNS AND LANDSCAPING:** All lawns in front of each residence shall extend to the pavement line. No gravel or blacktop or paved parking strips are allowed except as approved on the plot plan of the plans and specifications.

4. **WALLS AND HEDGES:** No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is located between the street and front set-back lines of such lot. No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is over a height of six (6) feet.

5. **OTHER STRUCTURES:** Except as specifically authorized elsewhere herein, no mobile home, camper, trailer, traveler coach, house trailer or utility trailer may be parked, maintained or stored on any lot or parcel in the residential area covered by these restrictions, and no truck may be maintained on any lot or parcel in the residential area covered by these restrictions, unless such vehicles are stored wholly within a garage, carport or similar permanent structure. No structure of a temporary character, trailer, house trailer or tent, shack, barn, barracks type structure, or other outbuilding shall be erected, maintained or used on any lot at any time, either temporarily or permanently, except that necessary construction sheds may be temporarily maintained during the construction of a dwelling but shall be promptly removed upon completion of such dwelling and not later than six months after original commencement of the construction of such dwelling.

6. **NO RE-SUBDIVISION:** No lot or group of lots herein described shall be re-subdivided, except however, an owner of more than one adjoining lots may sell part of one lot to the owner of the adjoining lot, but by so doing the remaining part of the lot will then become part of said owners's next adjoining lot and the balance will have to be sold as one tract.

7. **SANITARY FACILITIES:** No outdoor toilets shall be erected or maintained on any of the premises herein described, and all buildings with toilet facilities shall be equipped with septic tanks and drain fields that conform to the sanitary and health laws of the State of Florida, or shall be connected to sanitary sewage facilities. The finish grade of all lots shall be a minimum of 18 inches above the crown of the road and the finish grade of the first house to be erected in any block shall determine the elevation of the finish grade for all other lots within the block with respect to elevation above the crown of the road, provided however, if the level of the lot is less than 18 inches, the owner can only fill to 18 inches above the crown of the road. If the level of the lot is more than 18 inches the owner shall not fill.

The top of the floor not to include the carport, of all houses shall be a minimum of eight (8) inches above the finish grade of the lot. All lots shall be brought up to finish grade before installation of septic tanks and drain fields.

Sanitary waste lines shall be stubbed out, as that term is used in the plumbing trade, on any side of the house other than the side designated for the carport or garage, and all sanitary waste lines shall be brought out as close as possible to the finish grade.

The top of all septic tanks shall be installed flush (i.e. at the same level) with the finish grade of the lot, unless otherwise required under Governmental Regulation.

No laundry waste shall be disposed of through the septic tank. Laundry waste shall have a separate receiver and drain field.

The proposed use of all septic tank installation shall be approved by the Sarasota County Health Department or other authorized agency of the County, before construction shall be permitted.

8. **WATER AND SEWER SYSTEM:** All dwellings shall be connected to the County Central Water System and be subject to charges for said connection and use thereof, and for water consumed along with appropriate charges for sewer service, if installation to sewer is made.

9. **UNSIGHTLY OBJECTS:** No unsightly objects shall be maintained under building eaves, in carports, or elsewhere on any lot. All garbage or trash containers, oil tanks and bottled gas tanks on all residence lots must be underground or placed in walled-in areas, or screened with shrubbery so that they shall not be visible from the adjoining properties: provided however, that garbage cans may be placed temporarily at the street side of the lot for pickup by waste disposal service. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises herein described. In the event that the owner of any lot or lots shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles, then South Gate Community Association, Inc., its successors, or assigns, or designee may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services and such entry on the part of South Gate Community Association, Inc., its successors, assigns, or designee shall not be deemed a trespass.

10. **UNLAWFUL USE OF PROPERTY:** No unlawful, improper or immoral use shall be made of any lot. All lots shall at all times be kept mowed and clear of debris and vegetation that maybe either a health or fire hazard to the neighborhood.

11. **NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. **ANIMALS:** No animals, livestock, or poultry of any kind shall be bred, raised or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and as long as they do not become a nuisance to other residents of the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening behavior of free-running dogs shall be considered a nuisance. Exposed excrement on lots, lawns, or boulevards shall be considered a nuisance.

13. **UTILITY EASEMENTS:** Easements are hereby granted, bargained and sold to the County, City, and to utility providers of 5 feet along the rear and side lines of all lots, for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property. The side lot easements shall be subject to - one side of any one platted lot, and - where more than one lot is used as a building site, only the outside boundaries of said building site shall carry said easements.

14. **REMEDIES FOR VIOLATION:** If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons in violation or attempting to violate any such covenants and either to prevent him, her or them from so doing and/or to recover damages or seek other relief for such violation. The prevailing party in any litigation or any administrative proceeding arising hereunder shall be entitled to an award of court costs and reasonable attorney fees (at all trial and appellate levels) to be paid by the losing party or parties.

A substantial number of property owners in the subdivision voluntarily joined together to form SOUTH GATE COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation ("Association"), which corporate entity has been previously referenced in an Assignment from the Developer of the subdivision and in prior amendments to these restrictions, including but not limited to instruments recorded respectively at O.R. Book 397, Page 722 and O.R. Book 1248, Page 37, et seq., all of the Public Records of Sarasota County, Florida. Association shall have the non-exclusive right to enforce these restrictions as fully as an

owner of property in the subdivision and shall be entitled to prevailing party attorney fees when successful in doing so.

15. COVENANTS AND RESTRICTIONS - WHO IS BOUND: It is expressly agreed and understood, by and between the parties hereto, that all of the covenants and restrictions herein shall run with the land and be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and that the word "owner" when used in the deed shall include the singular and plural, and the masculine, feminine and neuter genders whenever and wherever the context so admits and requires.

16. INVALIDATION: Invalidation of any one or more of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect.

17. TERM OF RESTRICTIONS: These restrictions shall remain in effect and force for a period of not less than thirty (30) years from the date of filing hereof, after which time they shall be deemed to be automatically extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period a written instrument terminating said restrictions has been approved and executed in the manner provided hereinafter for changes or modifications to said restrictions. The restrictions may be changed or modified at any time to affect the property in any Unit only by an instrument in writing, acknowledged and signed by the owners of a majority of the lots within the same Unit.

**PART D: ZONE R-2 SINGLE
FAMILY RESIDENTIAL DISTRICT
COVENANTS.**

1. AREA OF APPLICATION: The covenants and restrictions in this Part D, which shall comprise the following restrictions through and including below, shall, in addition to Part C, General Covenants, apply expressly and without exception to those lots which have been zoned as "R-2", and which are more particularly described, to wit:

Blocks 64, 65 & 66, Unit 17, as per said plat thereof, public records of Sarasota County, Florida.

2. BUILDING REQUIREMENTS: No lot or parcel shall be used -except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residence lot other than one detached single family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars, which garage or carport shall be attached and made part of the dwelling house.

3. SIZE OF BUILDING: The buildings to be erected or maintained shall be constructed of the same kind of new and durable materials. All buildings are to be similar in design and in keeping with those of the surrounding development.

The main residence building to be erected, shall have a living area of not less than 1,100 square feet, exclusive of porches, utility rooms, breezeways, garages or carports.

4. SET-BACK LINES, ETC.: No dwelling shall be constructed on a lot having an area of less than 8,000 square feet, and such lot shall not be less than 70 feet in width at the front building set-back line. No dwellings shall be erected nearer than 25 feet from the front lot line or farther than 35 feet from the front lot line. No dwelling shall be erected nearer than 25 feet from any side street line. No dwelling shall be erected nearer than 10 feet from any side lot line; no two-story building shall be erected nearer than 11 feet from any side lot line. Eaves on dwellings may overhang into the side lot set-back area to the extent of three feet. No part of any dwelling shall be located nearer than 25 feet from the rear lot line of any lot. All other structures, including but not limited to swimming pools, decks, and caged areas shall

be located upon the lot in compliance with County set-back and other code requirements.

The front of all dwellings must face the street, except that owners of corner lots at the intersection of two or more streets may elect to build a dwelling fronting on either street.

5. SIGNS: No signs of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

**PART E: ZONE R-2A TWO
FAMILY RESIDENTIAL DISTRICT
COVENANTS.**

1. AREA OF APPLICATION: The covenants and restrictions in this Part E, which shall comprise the following restrictions through and including 5 below, shall apply expressly and without exception to those lots which have been zoned as "R-2A", and which are more particularly described, to wit:

Lots 1 through 10 inclusive, of Block 67, Unit 17, as per
said plat thereof, public records of Sarasota County,
Florida.

2. BUILDING REQUIREMENTS: No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any "R-2A" lot, except one detached two-family dwelling not to exceed two stories in height and private garages and/or carports for not more than a total of two cars per lot, which garages or carports shall be attached and made a part of the dwelling house.

3. SIZE OF DUPLEX DWELLINGS: The buildings to be erected in zone "R-2A" shall be constructed of the same kind of new and durable materials. All buildings are to be similar in design and in keeping with those of the surrounding development. Duplex dwellings shall be permitted in zone "R-2A", and such duplex dwellings shall have an overall floor area of not less than 1400 square feet, exclusive of porches, breezeways, garages or carports.

4. SET-BACK LINES, ETC.: The requirements under this heading shall be exactly the same as for single family residences. The restrictions stated in part D, paragraph 4 are incorporated herein by reference and shall apply as if fully re-written.

5. SIGNS: The requirements under this heading shall be exactly the same as for the single family residences. The restrictions stated in part D, paragraph 5 are incorporated herein by reference and shall apply as if fully re-written.

**PART F: ZONE R-3 MULTIPLE
FAMILY RESIDENTIAL DISTRICT
COVENANTS.**

1. AREA OF APPLICATION: The covenants and restrictions in this Part F, which shall comprise the following restrictions through and including 5 below, shall apply expressly and without exception to those lots which have been zoned as "R-3", and described, to wit:

Lots 11 through 18 inclusive, of Block 67, Unit 17, as per
said plat thereof, public records of Sarasota County,
Florida.

2. USES PERMITTED: The lots herein referred to shall be used solely and exclusively for the

following purposes listed hereunder:

1. Any use permitted in Part D or Part E hereinbefore, in which event, their respective restrictions shall apply.
 2. Multiple family dwellings.
 3. Apartments, hotels, motels.
 4. Rooming houses and boarding houses.
 5. Clinics, except animal hospitals.
 6. Hospitals and hospices, excluding mental hospitals.
 7. Tourist homes.
 8. Colleges, clubs, lodges, social and community center buildings and/or structures.
 9. Restaurants with an enclosed seating capacity of 40 persons or more. Drive-in restaurants will not be permitted.
 10. Signs appertaining to the above uses.
 11. Accessory buildings and uses customarily incident to any of the foregoing uses.
3. MORE THAN ONE detached structure may be erected on any one lot herein referred to.
4. SET-BACK LINES, ETC.:

FRONT: No building shall be erected or maintained nearer than 25 feet from any platted street right of way.

Nothing in these restrictions shall be construed to require all buildings to be parallel to the defined set-back lines.

All measurements shall be to the nearest vertical part of the structure at the interior floor level, exclusive of paved patios or privacy fences.

SIDE: No single-story building shall be erected nearer than 10 feet from any side lot line and no split-level or two-story buildings shall be erected nearer than 11 feet from any side lot line.

REAR: No building shall be located nearer than 15 feet from the rear lot line of any lot.

EAVES: Eaves on dwellings may overhang front, side and rear set-back lines to the extent of three feet without being considered as an encroachment.

5. SIGNS: No sign shall be erected which will have a total surface area greater than 180 square feet.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this ____ day of _____, 1999, at Sarasota County, Florida.

SOUTH GATE COMMUNITY ASSOCIATION, INC.

Witness Signature

BY: _____
Chris Kernan, President

Printed Name

Witness Signature

ATTEST: _____
_____, Secretary

Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 1999 by Chris Kernan, as President and _____, as Secretary of SOUTH GATE COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public
Printed Name _____
State of Florida
My Commission Expires _____