

**AMENDED RESTRICTIONS
FOR
SOUTH GATE,
UNIT NO. 19 SUBDIVISION**

**I
RESIDENTIAL**

The following restrictions apply to the following described property, situate, lying and being in Sarasota County, Florida:

Block 68, 69, 70 and 71, Lots 1-6 inclusive of Block 72, Lots 1-5 inclusive of Block 73, Unit No. 18, South Gate Subdivision, as per Plat thereof recorded in Plat Book 9, Page 69, Public Records of Sarasota County, Florida.

Blocks 74, 75, 77 and 78, Unit No. 19, South Gate Subdivision as per Plat thereof recorded in Plat Book 9, Page 70, Public Records of Sarasota County, Florida.

Unit No. 20, South Gate Subdivision, as per Plat thereof recorded in Plat Book 9, Page 71, Public Records of Sarasota County, Florida.

1. **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 swelling house.

Duplex units may be constructed on Lots 1-6 inclusive, Block 72, Lots 1-5, inclusive, Block 73, Unit No. 18, South Gate, as per plat thereof recorded in Plat Book 9, Page 69, Public Records of Sarasota County, Florida, and Lots 1-3 inclusive, Block 74, Lots 1-7 inclusive, Block 77 and Lots 1-5 inclusive, Block 78, Unit No. 19, South Gate Subdivision, as per Plat thereof recorded in Plat Book 9, Page 70, Public Records of Sarasota County, Florida.

2. **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 shall have a floor area of not less than 1,100 square feet, exclusive of porches, breezeways or carports, except that all duplex residence buildings shall have an overall floor area or not less than 1,400 square feet, exclusive of porches, breezeways or carports.

3. **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 be not less than 70 feet in width at the front building set-back line. No dwelling shall be erected nearer than 25 feet to the front lot line or farther than 30 feet from the front line. No dwelling shall be erected nearer than 15 feet to any side street line.

Eaves on dwelling may overhang such side lot set-back line to the extent of 3 feet. No part of any dwelling shall be located nearer than 30 feet from the rear lot line of any lot, except that in Blocks 77 and 78, Unit NO. 19, South Gate Subdivision, no dwelling shall be located nearer than 15' from the rear lot line. 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 front street.

In Block 68, Homasassa Road is the front street; Block 69, Theresa Lane and Duncan Place are front streets: Block 70, Duncan Place, Jennings Drive, and Thornton Place are front streets: Block 71, Thornton Place and Meyer Place are front streets: Block 72, Jennings Drive is the front street; Block 73, Umatillo Avenue is the front street; all being in Unit No. 18, South Gate Subdivision.

In Block 74, Homasassa Road is the front street; Block 75, Homasassa Road and Theresa Lane are front streets; Block 77 and 78, Villa Franca Avenue is the front street; all being in Unit No. 19, South Gate Subdivision.

In Unit No. 20, South Gate Subdivision, Sunnyside Place, Grove Street, Tangelo Drive and Webber Street are front streets.

4. 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 same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling, and shall be attached to such dwelling.

5. BUILDING PLANS - APPROVAL. Drawings and specifications for all buildings, alterations and changes, and other development 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., a Florida non-profit corporation, its successors or assigns, or its designee. One copy of the drawing 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 that 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 for prior approval.

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

7. 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 set-back line 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.

8. OTHER STRUCTURES. Except as specifically authorized elsewhere herein, no mobile homes, camper or campers, trailer or trailers, traveler coaches, house trailers or utility trailers may be parked, maintained or stored on any lot or parcel in the residential area covered by these restrictions, and no truck or trucks may be maintained on any lot 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, tent, shack, barn, barracks type structure or other outbuilding may 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.

9. 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 owner's next adjoining lot and the balance will have to be sold as one tract.

10. SANITARY FACILITIES. No outdoor toilets shall be erected or maintained on the premises herein described, and all buildings with toilet facilities shall be equipped with septic tank and drain fields that conform to the sanitary and health laws of the State of Florida, or connected to county approved sanitary sewage facilities.

11. 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.

12. UTILITY EASEMENTS. A 5 foot utility easement, or right-of-way, as shown and recited on the Plat concerning the above described property, along the rear and side lot lines is reserved for the purpose of constructing and maintaining facilities for furnishing property owners of this subdivision with electricity, gas, water, sewer drains and other facilities.

13. 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 the South Gate Community Association, Inc., its successors, 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 the South Gate Community Association, Inc., its successors, assigns, or designee shall not be deemed a trespass.

14. 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 may be either unsightly, a health or fire hazard to the surrounding community.

15. 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.

16. SIGNS. No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than 1 square foot, one sign of not more than 4 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.

17. 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.

18. PARKING AND STORAGE.

(A) A motor home, camper, house trailer, travel coach or recreational vehicle containing sleeping accommodations (collectively herewith referred to as a recreational vehicle) may be parked on any lot in the manner permitted under Subsection (B) below, provided no recreational vehicle may exceed 25 feet in length, and while so parked or stored may not be occupied for living purposes. A boat may be stored on a lot in the manner permitted under Subsection (B) below, provided the boat is on a trailer, and the center line length of the boat, excluding pulpits and platforms, does not exceed 21 feet. Only one boat/trailer or only one R.V. allowed per lot. Parking of a boat/trailer and an R.V. on the same lot is prohibited.

(B) A boat or R. V. permitted under subsection (A), above, may only be parked in the following locations: (1) inside an enclosed garage or (2) anywhere in the side or rear yard of the lot but not closer to a lot line than any construction that is permitted under applicable set back restrictions. For purposes of this subparagraph, any yard facing a street shall be considered a front yard and not a side or rear yard.

Passenger motor vehicles may only be parked in the following locations: (1) driveway, (2) garage or carport, (3) on a concrete, gravel or shell pad constructed in the front yard of the lot, or (4) anywhere in the side yard of the lot but not closer to a lot line than any construction that is permitted under applicable setback restrictions. For purposes of this subparagraph, any yard facing a street shall be considered a front yard and not a side or rear yard.

No more than one vehicle of any type may be parked on the side and rear yard at any time.

No boats, motor vehicles, R.V.'s, trailers or vehicles of any type shall be parked overnight on streets in the subdivision.

(C) No utility trailer may be maintained or stored on any lot unless stored wholly within a garage or carport.

(D) All boats, R.V.'s, trailers and motor vehicles parked or stored anywhere on a lot must be in operable condition and bear current license tags from the county or other regulatory authority. No commercial vehicle repairs shall be permitted on any lot.

II. BUSINESS PROPERTY

The following restrictions, more specifically apply to the following described property:

Lots 7 through 12, inclusive, of Block 72, and Lot 6 of Block 73, Unit No. 18, SOUTH GATE SUBDIVISION, as per plat thereof recorded in Plat Book 9, Page 69, Public Records of Sarasota County, Florida.

Block 76, Unit No. 19, SOUTH GATE SUBDIVISION, as per plat thereof recorded in Plat Book 9, Page 70, Public Records of Sarasota County, Florida. Lot No. 1, Block 79, Unit No. 19, SOUTH GATE SUBDIVISION, as per plat thereof recorded in Plat Book 9, Page 70, Public Records of Sarasota County, Florida.

1. SET-BACK LINES, ETC. On Lots 7 through 12, Block 72; Lot 6, Block 73, Unit No. 18, SOUTH GATE SUBDIVISION, as per plat thereof recorded in Plat Book 9, Page 69, Public Records of Sarasota County, Florida, the following apply:

No building shall be erected nearer than 25 feet to the front lot line. No building shall be erected nearer than 25 feet to any side street line. More than one detached structure may be erected on any one lot in Lot 7 through 12 inclusive, Block 72, and Lot 6, Block 73, UNIT NO. 18.

Eaves on buildings may overhang such set-back lines to the extent of 3 feet.

A 5 foot easement, or right-of-way, as shown and recited on the Plat of the hereinabove described property, along the rear lot line is reserved for the purpose of constructing and maintaining facilities for furnishing owners of this hereinabove described property with electricity, gas, water, sewer drains and other facilities.

These restrictions are placed upon the hereinabove described property for the purpose of making the property suitable for a motel site and not for re-subdivision of the lots as platted.

For the purpose of this restriction (II. - 1.) Bee Ridge Road shall be considered a front street and Umatillo Avenue shall be considered to a side street.

No sign shall be erected which will have the total surface area greater than 500 square feet.

2. SET-BACKS, EASEMENTS, BUILDING LINES, ETC. The following restrictions, etc., shall apply to Block 76 and Block 79, Unit NO. 19, SOUTH GATE SUBDIVISION, as per plat thereof recorded in Plat Book 9, Page 70, Public Records of Sarasota County, Florida.

The following described property is hereby granted for a perpetual easement for the mutual use and benefit of the owners of the property above described, with the right of ingress and egress to each lot:

Beginning at the Northwest corner of Lot 1, Block 76, UNIT NO. 19 SOUTH GATE SUBDIVISION S. 89 degrees 58' 07" E. a distance of 20' for a P. O. B. thence S. 0 degrees 09' 16" W. a distance of 910' to a point; thence S. 89 degrees 58' 07" E. a distance of 260' to the West edge of VILLA FRANCA AVENUE, thence N. 0 degrees 09' 16" East a distance of 890' to the south edge of HOMASASSA ROAD; thence N. 89 degrees 58' 07" W. a distance of 20' to the point of beginning.

The following described property is hereby granted for parking for the mutual use and benefit of the owners of the property above described with the right of ingress and egress to each lot:

Beginning at the Northwest corner of Lot 1, Block 76, for point of beginning, UNIT NO. 19, SOUTH GATE SUBDIVISION, thence S. 0 degrees 09' 16" W. a distance of 930' to a point ; thence S. 89 degrees 58' 07" E. a distance of 280' to a point; thence N. 0 degrees 09' 16" E. a distance of 20' to a point; thence N. 89 degrees 58' 07" W. a distance of 260' to a point; thence 0 degrees 09' 16" E. a distance of 910' to a point; thence N. 89 degrees 58' 07" W. a distance of 20' to the P. O. B.

The following described property is hereby granted for the sidewalk (easement) for the mutual use and benefit of the owners of the property above described with the right of ingress and egress to each lot.

Beginning at the Northwest corner of Lot 1, Block 76, for point of beginning, UNIT NO. 19, SOUTH GATE SUBDIVISION, thence S. 89 degrees 58' 07" E. a distance of 40' to a point for the P. O. B., thence S. 0 degrees 09' 16" W. a distance of 890' to a point; thence S. 89 degrees 58' 07" E. a distance of 240' to a point; thence N. 0 degrees 09' 16" E. a distance of 5' to a point; thence N. 89 degrees 58' 07" W. a distance of 235' to a point; thence N. 0 degrees 09' 16" E. a distance of 885' to a point; thence N. 89 degrees 58' 07" W. a distance of 5' to the P. O. B.

The sidewalk must be constructed of Class "A" concrete , 4" thick, 5' wide across the entire front of the lot, at the cost of the lot owner, and must be completed by the time the building is completed on said lot.

The following described property is hereby granted for a service alley (easement) for the mutual use and benefit of the owners of the property above described with right of ingress and egress to each lot:

Beginning at the Northwest corner of Lot 1, Block 76, UNIT NO. 19, SOUTH GATE SUBDIVISION, S. 89 degrees 58' 07" E. a distance of 175' to the P. O. B., thence S. 0 degrees 09' 16" W. a distance of 775' to a point; thence S. 89 degrees 58' 07" E. a distance of 105'; thence N. 0 degrees 09' 16" E. a distance of 20' to a point; thence N. 89 degrees 58' 07" W. a distance of 85' to a point; thence N. 0 degrees 09' 16" E. a distance of 755' to a point; thence N. 89 degrees 58' 07" W. a distance of 20' to the P. O. B.

The rear 5' of each lot is reserved for a utility easement for furnishing the property owners with gas, water, sewer drains and other facilities.

The front of the buildings constructed on the lots in Block 76 must be built up to the sidewalk which is reserved above.

Nothing herein contained shall be constructed to prevent the owners of the lots from buildings up to the side lot lines, except that no building shall be constructed within 25' from the side street line on Lot 14, Block 76, UNIT NO. 19, the front 20' immediately adjacent to the front lot line is hereby granted and reserved for parking; the next 20' immediately adjacent to the parking area is hereby granted and reserved for a driveway; the next 5' immediately adjacent to the driveway is hereby granted and reserved for a sidewalk (which the lot owner must construct a Class "A" concrete, 4" thick and 5' wide, all the way across the lot, which sidewalk must be completed by the time the building is completed); the rear 5' of the lot shall be reserved for the utility easement for the purpose of construction and maintenance of facilities for furnishing property owners with electricity, gas, water, sewer drains and other facilities; the next 20' immediately adjacent to the utility easement is hereby granted and reserved for the alley.

For the purpose of these restrictions BEE RIDGE ROAD and TUTTLE AVENUE shall be considered front streets; VILLA FRANCA AVENUE and HOMASASSA ROAD shall be considered side streets.

A sign not exceeding 20 square feet may be displayed designating the name and business of any occupant of any building or structure used for any of the purposes set forth as allowable business usages. Such sign shall not extend out from the wall to which it is attached. Plans for signs to be constructed must be approved by the Developer.

A filling station, service station, gas station or automotive service center may be constructed on Lot 13, Block 76, UNIT NO. 19, SOUTH GATE SUBDIVISION, but no such enterprise shall be constructed on any other lot in UNIT NO. 19, SOUTH GATE SUBDIVISION.

3. ALL THE RESTRICTIONS IN PART I. shall apply to the property described in Part II. except restrictions numbered 1, 2, 3, 4, 12, 16 and 18.

III.

1. 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 violating or attempting to violate any such Covenants and either to prevent him or them from so doing and/or to recover damages or seek other relief for such violation. The prevailing party in any litigation or 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 parties.

A substantial number of property owners in the subdivision voluntarily joined together to form SOUTH GATE COMMUNITY ASSOCIATION, INC., a Florida non-profit 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, recorded respectively at O.R. Book 397, Page 722, O.R. Book 580, Page 652, and O.R. Book 1120, Page 907 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.

2. COVENANTS AND RESTRICTIONS - WHO IS BOUND. It is expressly agreed and understood, by and between the parties hereto, that all the covenants and restrictions herein shall run with the deed 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.

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

4. TERM OF RESTRICTIONS: CHANGES: These restrictions shall remain in effect and force for a period of thirty (30) years from the 10th day of December 1996, but may be changed or modified 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 property within the same Unit.