

AMENDMENTS  
TO RESTRICTIONS ON  
SOUTH GATE, UNIT 2 SUBDIVISION

(Additions indicated by underlining, deletions by ---)

1. That no lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. These restrictions shall remain in effect and force for a period of ~~forty--(40)~~ thirty (30) years from the 1st day of November, ~~1954~~ 1994, but may be changed or modified any time to affect the property in any block fronting on any street between intersecting streets only by an instrument in writing, ~~acknowledged and~~ signed by the owners of a majority of property ~~frontage~~ within the same block, and with the approval of the owners of a majority of property ~~frontage~~ in blocks fronting and abutting thereon.
2. The buildings to be erected, or maintained, on the premises herein conveyed shall be constructed of the same kind of new and durable materials. And 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 1,050 feet exclusive of porches, breeze-ways or carports.
3. 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.
4. No dwelling shall be constructed on a ~~plot~~ lot having an area of less than 8,000 square feet, and such ~~plot~~ shall be not less than 70 feet in width at the front building set-back line. No dwelling shall be erected nearer than 30 feet to the front lot line nor farther than 40 feet from the front lot line. No dwelling shall be erected nearer than 12 feet to any side street line. No dwelling shall be erected nearer than 7-1/2 feet to any interior lot line, except if an attached garage is not made a part of the dwelling, one side yard shall not be less than 10 feet to permit access to a detached garage. All other structures, including but not limited to swimming pools, decks, and caged areas shall be located upon the lot in compliance with county setback, and other code, requirements.
5. No unlawful, improper or immoral use shall be made of ~~the premises herein conveyed, and said premises~~ any lot. All lots shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the surrounding community.



6. No garage shall be erected on any lot prior to the construction of a dwelling. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be of the same kind of materials as the construction of the dwelling, same shall be substantial, and shall conform architecturally with the dwelling.
7. No barracks type or other structure shall be moved onto any lot or parcel in the area covered by these restrictions.
8. ~~The--premises--herein--conveyed~~ No lot shall be resubdivided into smaller units and developed, occupied or sold as a single unit.
9. No culvert pipes to be used, drive-ways to follow contour of drain ditches unless County Engineer deems it necessary.
10. No animals, livestock, or poultry of any kind shall be raised, bred, 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 purpose.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 4 square feet advertising the property for sale or rent, or signed used by a builder to advertise the property during the construction and sale period.
12. No outdoor toilets shall be erected or maintained on the premises herein conveyed, 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.
13. Drawings and specifications for all buildings, alterations and changes, and other development ~~for the premises herein-conveyed~~ of any lot, including but not limited the construction of swimming pools, decks, storage buildings, fences and building additions, shall be submitted for approval of SOUTH GATE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns, or its designee. One copy of the drawing and specifications of each such improvement or alteration shall be filed as a permanent record with the above. Remodeling of the interior of an existing building is excluded from this requirement for prior approval.
14. All dwellings ~~built and completed after installation of central-water-system~~ shall be connected to said the county central water system and be subject to charges for said



connection and use thereof.

15. It is expressly agreed and understood, by and between the parties hereto, that all the covenants and agreements 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.

16. An owner of more than one lot may sell part of one lot to the adjoining lot, but by so doing the remaining part of the lot will then become part of his next adjoining lot and will have to be sold as one tract.

17. ~~Hereafter~~ ~~n~~ No unsightly objects shall be maintained under building eaves, in carports, or elsewhere on any lot. ~~Hereafter~~ ~~a~~ All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas or screened with shrubbery so as not to be visible from adjoining property; provided, however, that garbage cans may be placed temporarily at the street side of the lot for pickup by ~~garbage~~ waste disposal service.

18. No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is located between any street and the front setback of such lot, ~~or side street setback on~~ In the case of a corner lot the frontages on both streets shall be considered front setback areas for the limited purpose of prohibiting walls, hedges, and fences or other enclosures. ~~Hereafter~~ ~~n~~ No wall, fence, or other lot enclosure of any kind shall be constructed, grown or maintained which is over a height of ~~four~~ ~~(4)~~ six (6) feet, where such wall, hedge, fence or other lot enclosure is located between the front setback line and the back line of such lot. ~~Hereafter~~ ~~no~~ wall, fence or other lot enclosure of any kind shall be constructed, grown or maintained which is over a height of ~~five~~ ~~(5)~~ feet where such wall, fence or other lot enclosure is located along the back lot line of such lot.

19. ~~No mobile home~~ (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 for over forty-eight (48) hours on any lot in the manner permitted under Section 19(b) below, provided no recreational vehicle may exceed 25 feet in length unless the same shall be wholly within a garage or carport, 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 Section 19(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 Section 19(a), above, and 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 or rear yard of the lot but not closer to a lot line than any construction that is permitted under applicable set back restrictions, provided 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 regulator authority. No commercial vehicle repairs shall be permitted on any lot.

20. 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 or to recover damages or ~~seek~~ seek other ~~due~~ relief for such violation. The prevailing party in any litigation or administration 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 a prior amendment to these restrictions, recorded respectively at O.R. Book 397, Page 722 and O.R. Book 1022, Page 1613 et seq., both 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.

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

CONSENT AND JOINDER

The undersigned Owner of Lot \_\_\_\_\_, Block \_\_\_\_\_, SOUTH GATE, UNIT 2 SUBDIVISION, does hereby consent and join in the amendments to Restrictions on SOUTH GATE, UNIT 2 SUBDIVISION. It is the intent of the undersigned, by execution of the consent and joinder, to approve the amendments to the Restrictions revising Paragraphs 1, 4, 5, 8, 12, 13, 14, 17, 18, 19 and 20 thereof.

Witnesses:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Owner(s)

\_\_\_\_\_

Owner(s)

Dated: \_\_\_\_\_

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1994 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

\_\_\_\_\_

Notary Public

Printed Name \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_