

\$6.00

MODIFICATION AND CHANGE OF RESTRICTIONS
ON UNITS 21, 22 and 23 OF
SOUTH GATE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned SOUTH GATE COMMUNITY ASSOCIATION, INC., constituting the assignee of the Developer and acting as the agent of the owners pursuant to those certain restrictions recorded at Official Records Book 30, Page 434, et seq., of the Public Records of Sarasota County, Florida, does hereby modify and change those certain restrictions pertaining to Units 21, 22 and 23, South Gate Subdivision as per plats thereof recorded in Plat Book 10, Pages 20, 21 and 22 of the Public Records of Sarasota County, Florida, which restrictions are recorded in Official Records Book 30, Page 434, et seq., as amended at Official Records Book 569, Page 796, et seq., in the Public Records of Sarasota County, Florida, as follows:

A. Paragraph E-3 of ~~said restrictions recorded in Official~~ Records Book 30, Page 434, et seq., is modified and changed so that same shall hereafter read as follows:

3. TERM OF RESTRICTIONS. These restrictions shall remain in effect and force for a period of not less than forty (40) years from the 3rd day of May, 1977, but may be changed or modified any time to affect the property in any block by an instrument in writing, signed and acknowledged by the owners of 80% of the property frontage within the same block, provided the owners of at least 25% of the property frontage in all other blocks in this unit consent thereto in writing. The owners of the lots in each Unit hereby appoint the Developer as their agent, until buildings are constructed on each and every lot in a Unit, for the purpose of making minor changes in these Restrictions.

IN WITNESS WHEREOF, we have hereunto set our hands and

Return to:

This instrument prepared by:

David M. Mitchell of
HARKAVY, MOXLEY & MITCHELL
219 S. Orange Ave.
Sarasota, Florida 34237

RESTRICTIONS FOR SOUTH GATE

UNITS 21, 22 and 23

File

KNOW ALL MEN BY THESE PRESENTS, That the Undersigned Palmer First National Bank and Trust Company of Sarasota, a national banking corporation existing under the laws of the United States of America, as TRUSTEE under that certain Trust Agreement, dated April 20, 1956, and filed for record in Deed Book 378, Pages 321-322 inclusive and amendment thereto dated July 18, 1956, and filed for record in Deed Book 387, Pages 557-559 inclusive, of the Public Records of Sarasota County, Florida (said Agreement being by and between South Gate Development Co., Inc. as Developer, and Palmer First National Bank and Trust Co., Inc. of Sarasota, as Trustee), said Palmer First National Bank and Trust Co. of Sarasota being legal title holder of all those certain tracts of land as hereinafter described, does hereby declare and establish the following as restrictions upon those said tracts of land situate in Sarasota County, Florida.

That said restrictions are approved in toto by the South Gate Development Company, Inc. as Developer, and where-soever the word "Developer" is used herein it shall be construed as referring to the South Gate Development Co., Inc. its successors or assigns.

B-1 FULLY PROTECTED RESIDENTIAL AREA. The Residential area covenants in Part C 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. 21, as per plat thereof which appears of record in Plat Book _____, Page _____, of the Public Records of Sarasota County, Florida.

Blocks 88, 89 and 90,

SOUTH GATE, UNIT 22, as per plat thereof which appears of record in Plat Book 10, Page 21, of the Public Records of Sarasota County, Florida.

SOUTH GATE, UNIT NO. 23, as per plat thereof which appears of record in Plat Book _____, Page _____, of the Public Records of Sarasota County, Florida.

B-2. BUSINESS AREA. The business area covenants in Part _____ shall apply to the following described property, situate lying and being in Sarasota County, Florida, more particularly described, to-wit:

Blocks 88 and 87, Unit 22, SOUTH GATE, as per plat thereof recorded in Plat Book _____, Page _____, Public Records of Sarasota County, Florida.

PART C.

RESIDENTIAL AREA COVENANTS

C-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 a part of the dwelling house.

Duplex units may be constructed on lots in block 88 and lots 7, 8, 9, Block 89, Unit No. 22, South Gate, as per plat thereof recorded in Plat Book _____, Page _____, Public Records of Sarasota County, Florida.

C-2. SIZE OF BUILDINGS. The buildings to be erected, or maintained, shall be constructed of the same kind of new

and durable materials. All building 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 of not less than 1,400 square feet, exclusive of porches, breezeways or carports.

C-3. SET-BACK LINES, ETC. No dwelling shall be constructed on a plot 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 25 feet to the front lot line or farther than 30 feet from the front lot line. No dwelling shall be erected nearer than 25 feet to any side streetline. No dwelling shall be erected nearer than 10 feet from any side lot line. Eaves on dwellings 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 block 88, Unit No. 22, South Gate, and Lots 7, 8, 9 of Block 89, Unit 22, South Gate Subdivision, no dwelling shall be located nearer than 15' to the rear lot line.

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.

C-4. GARAGES. 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, 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.

C-5. BUILDING PLANS-APPROVAL. Drawings and specifications for all buildings, alterations and changes, and other development for the premises herein described, shall be submitted for the approval of the developer, its successors or assigns. One copy of the drawing and specifications of each improvement or alteration shall be filed as a permanent record with the Developer, its successors or assigns. At the time that such drawings and specifications are approved by the Developer, its successors or assigns, 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 the Developer, its successors or assigns, may provide, on the property wherein the building alteration, change or other development is being made.

C-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.

C-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 front 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 4 feet where such wall, hedge, fence or other enclosure is located between the front set-back line and the back lot 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 5 feet where such wall, hedge, fence or other enclosure is located along the back lot line of such lot.

C-8. OTHER STRUCTURES. No Structure of a temporary character, trailer, house trailer or tent, shack, garage, 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 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.

C-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 lot 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.

C-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 such buildings with toilet facilities shall be connected to some recognized local sewer system. The finish grade of all lots shall be a minimum of 18'' 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'', the owner can only fill up to 18'' above the crown of the road, if the level of the lot is more than 18'' the owner cannot fill.

The top of the floor not to include 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.

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 installations shall be approved by the Sarasota County Health Department or other authorized agency of the County, before construction shall be permitted.

C-11. WATER AND SEWAGE SYSTEM. All buildings which are constructed on any of the lots in the premises described herein shall be connected to the water system of the South Gate Water & Sewer Co., Inc., and shall be subject to installation fee and charges for water consumed along with

appropriate charges for sewer services, if installation to sewer is made. All owners of property within the premises described in these restrictions expressly grant to the South Gate Water & Sewer Co., Inc., its successors or assigns, a license for any agent or employee of the said South Gate Water & Sewer Co., Inc. to enter upon any of the premises herein described for the purpose of installation of water meters and water lines and sewer lines, and for the routine reading, servicing and maintenance of said installation.

The owner of any property, in the within described property, his or her heirs, successors and assigns, shall be liable for and shall promptly pay his pro-rate share of the cost of a sewage disposal system when and if a sewage disposal system is installed or made available to said property.

C-12. UTILITY EASEMENTS. The Owner and Developer for Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do grant, bargain, and sell to the purchasers, the County and the general public, a 5' utility easement along the rear lines of all lots for underground and overhead utilities, surface drainage and for any purpose consistent with good practice of the development of this property, and easements of 5' on each side of lot lines for surface drainage by swale or underground provisions only but limited if used to one side of any one lot, where more than one lot is used as a building site, the outside boundaries of said building site shall carry said easement.

C-13. UNSIGHTLY OBJECTS. All garbage or trash containers, oil tanks and bottled gas tanks on all residence lots must be under ground or placed in enclosed areas so that they shall not be visible from the adjoining properties.

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 Developer, its successors or assigns, 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 Developer, its successors or assigns, shall not be deemed a trespass.

C-14. UNLAWFUL USE OF PROPERTY. No unlawful, improper or immoral use shall be made of any of the premises herein described or referred to, and said premises 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.

C-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.

C-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.

C-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.

BUSINESS AREA COVENANTS

D-1. PARKING EASEMENT. The following property is hereby granted, bargained and sold by the owner for \$10.00 (ten dollars) and other good and valuable consideration, the receipt whereof is hereby acknowledged, to the subsequent grantees, an easement for the purpose of parking, with right of ingress and egress to each and every lot, which easement is described as follows:

Beginning at the NE corner of Lot 9, Block 87, Unit 22, SOUTH GATE, thence South 89°56'00" West a distance of 549.04 feet, thence South 0°06'00" W. a distance of 20' thence N. 89°56'00" East, a distance of 549.04 feet, thence North, 0°06'00" East a distance of 20' to the point of beginning.

D-2. DRIVEWAY EASEMENT. The following property is hereby granted, bargained and sold by the owner for \$10.00 (ten dollars) and other good and valuable consideration, the receipt whereof is hereby acknowledged, to the subsequent grantees, an easement for the purpose of a driveway, with right of ingress and egress to each and every lot, which easement is described as follows:

Beginning at the NE corner of Lot 9, Block 87, Unit 22, SOUTH GATE, thence South 0°06'00" West a distance of 20' to the Point of Beginning; thence South 89°56'00" West a distance of 549.04; thence South 0°06'00" West a distance of 20'; thence North 89°56'00" East a distance of 549.04 feet; thence N. 0°06'00" East, a distance of 20' to the Point of Beginning.

D-3. SIDEWALK EASEMENT. The following property is hereby granted, bargained and sold by the owner for \$10.00 (ten dollars) and other good and valuable consideration, the receipt whereof is hereby acknowledged, to the subsequent grantees an easement for the purpose of a sidewalk, with right of ingress and egress to each and

every lot, which easement is described as follows:

Beginning at the NE corner of Lot 9 Block 87, Unit 22, South Gate; thence S 0°06'00" W. a distance of 40' to the P.O.B.; thence S. 89°56'00" West a distance of 549.04'; thence S. 0°06'00" W. a distance of 5'; thence N. 89°56'00" E. a distance of 549.04'; thence N. 0°06'00" E. a distance of 5' to the P.O.B.

provided, however, the owner of Lots 2 and 3, Block 87, Unit #22, may if he uses said lots for a car wash, use one area, not to exceed 20 feet in width, which he may choose and then shall not be moved for the purpose of crossing the sidewalk with automotive vehicles, from the driveway to the rest of the lot, and shall not be deemed to be in violation of the sidewalk easement; he shall also be permitted to construct a ramp on the driveway side of the sidewalk, to permit smooth access, so long as the sidewalk is not changed or altered.

D-4. UTILITY EASEMENT: The following property is hereby granted, bargained and sold to the City and County, by the owner, for \$10.00 (ten dollars) and other good and valuable considerations, the receipt whereof is hereby acknowledged, for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property, which easement is described as: the rear 5' of all lots in Blocks 86 and 87, Unit 22, South Gate. There shall be no utility easements along the side lot lines of these above lots described.

D-5. SERVICE ALLEY EASEMENT. The following property is hereby granted, bargained and sold by the owner of \$10.00 (ten dollars) and other good and valuable considerations, the receipt whereof is hereby acknowledged, to the subsequent grantees an easement for the purpose of a service alley, with

right of ingress and egress to each and every lot, which easement is described as follows:

Beginning at the SE corner of Lot 9, Block 87, of Unit 22, South Gate, thence N. 0° 06' 00" E. a distance of 5' to the P.O.B.; thence N. 89° 56' 00" W. a distance of 949.71'; thence N. 0° 06' 09" E. a distance of 20'; thence S. 89° 56' 00" E. a distance of 949.71'; thence S. 0° 06' 00" W. a distance of 20' to the P.O.B.

D-6. FRONT STREET. For the purpose of these restrictions (Part D) Hyde Park Street is the front street and Tuttle Avenue and Tetlow Place are side streets.

X D-7. BUILDING, FACING. All buildings must face the front street, except however, a building constructed in Block 86, unit 22, South Gate, may face the front or side street. Nothing herein contained shall be construed to prevent the owners of the lots from building up to the side lot lines.

D-8. SIDEWALK. The sidewalk referred to above in D-3 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 complete by the time the building is completed on said lot. The front of the buildings constructed must be built to the sidewalk reserved in D-3 above.

D-9. SIGNS. A sign not exceeding 20 square feet may be displayed designating the name, business, or business usages, of any occupant of any building. Such sign shall not extend out from the wall to which it is attached more than 12", and shall be attached firmly to the building, parallel with and adjacent to the wall to which it is attached. Plans for signs to be constructed must be approved by the Developer.

D-10. SERVICE STATION. A filling station, gas station or automotive service center may be constructed and operated on Lots 1 and 2, Block 86, Unit 22, South Gate Subdivision, but no

Such enterprise shall be constructed on any other lot in Unit 22, South Gate Subdivision.

D-11. AUTOMATIC CAR WASH. An Automatic Car Wash may be constructed and operated on lots 2 and 3, Block 87, Unit 22, South Gate, but no such enterprise shall be constructed and operated on any other lot in Unit #22, South Gate.

PART "E"

GENERAL PROVISIONS

E-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 other dues for such violation, and if these restrictions must be enforced by legal process or by an attorney, the person or persons in violation hereof shall pay all costs of same and a reasonable attorneys fee.

E-2. COVENANTS AND RESTRICTIONS - WHO IS BOUND. All 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.

E-3. TERM OF RESTRICTIONS. These restrictions shall remain in effect and force for a period of not less than twenty (20) years from the _____ day of _____, 19____, but may be changed or modified any time to affect the property in any block by an instrument in writing, signed and acknowledged by the owners of 80% of the property frontage within the same block, provided the owners of at least 25% of the property frontage in all other blocks in this unit consent thereto in writing. The owners of the lots in each Unit hereby appoint the Developer as their agent, until buildings are constructed on each and every lot in a Unit, for the purpose of making minor changes in these Restrictions.