

**AMENDED RESTRICTIONS
FOR
SOUTH GATE,
UNIT NO. 25 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. 24, as per plat thereof which appears of record in Plat Book 9, Page 84 of the Public Records of Sarasota County, Florida.

SOUTH GATE, UNIT NO. 25, as per plat thereof which appears of record in Plat Book 9, Page 85, of the Public Records of Sarasota County, Florida.

Part C - Residential Area Covenants

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 dwelling house. Notwithstanding the foregoing, the construction of a single family dwelling or residence, two (2) stories above the 14 foot flood plain of the area (mean sea level of the area), with a carport, utility room with water closet and lavatory, and entry way below the living area is permitted on Lot 1, Block 102, South Gate Unit 25 Subdivision, in order to conform to the building restrictions in force in 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 material. No building shall be erected having a flat roof said roof must have a 2 1/2 : 12 pitch at a minimum, provided however, a flat roof may be constructed over a carport, breezeway and porch.

All buildings are to be similar in design and in keeping with those of the surrounding development.

The main residence building to be erected on lots in Blocks 93, 94, 95 and 97 of Unit 24 and in lots in Blocks 101, 102, and 103 in Unit 25 shall have a floor area of not less than 1,200 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 not be less than 70 feet in width at the front building set-back line. No dwellings 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 15 feet to 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 dwelling may overhang such 10 feet from 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. 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.

ALL DWELLINGS MUST FACE THE FRONT STREET

In Block 93, Unit 24, Webber Street and Bougainvillea are front streets. Tanglewood Drive is a side street.

In Block 94, Unit 24, Bougainvillea Street and Rose Street are front streets. Rose Way and Tanglewood Drive are side streets.

In Block 95, Unit 24, Rose Street is the front street and Tanglewood Drive is the side street.

In Block 96, Unit 24, Tanglewood Drive is the front street and Webber Street is the side street.

In Block 97, Unit 24, Tanglewood Drive is the front street.

In Block 98, Unit 24, Tanglewood Drive and the Private Road are front streets.

In Block 99, Unit 24, Tanglewood Drive is the front street.

In Block 101, Unit 25, the Private Road is the front street.

In Block 103, Unit 25, Tanglewood Drive is the front street.

In Block 104, Unit 25, Tanglewood Drive and Tanglewood Way are front streets. Fair Oaks Place is a side street except for Lot #3, for which it is a front street.

In Block 105, Unit 25, Tanglewood Drive and Fair Oaks Place are front streets. Pinecrest Street is a side street.

In Block 106, Unit 25, Tanglewood Drive, Tanglewood Way, Pinecrest Way and Pinecrest Street are front streets. Fair Oaks Place and Tuttle Avenue are side streets.

In Block 107, Unit 25, Pinecrest Street and Pinecrest Way are front streets. Fair Oaks Place is a side street.

In Block 108, Unit 25, Pinecrest Street is the front street, Tuttle Avenue is the side street.

Notwithstanding the foregoing, a single family dwelling may be constructed, set back 38 feet or less from the front lot line of Lot 1, Block 102, South Gate Unit 25 Subdivision.

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. No buildings shall be erected, placed or altered on any lot until the 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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. UTILITY EASEMENTS: Easements are hereby granted bargained and sold to the County, City and the general public forever of 5' along the rear of all lot lines except in Blocks 96, 98 and 99, Unit 24, and Blocks 101, 102 and 103, Unit 25, where they are granted bargained and sold along the front lot lines, for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property and easements of 5' on each side of lot lines for surface drainage by side or underground provisions only, but limited if used to one side of any one lot, provided however, where more than one lot is used as a building site, the outside boundaries of said building site shall carry said easements.

18. CONVEYANCE OF EASEMENT: That portion of the plats of 24 and 25, South Gate Subdivision marked "Private Road" is hereby granted, bargained and sold for the sum of ten (\$10.00) dollars and other goods and valuable consideration the receipt whereof is hereby acknowledged, to the owners of lots, their agents and representatives, which abut on that area marked "Private Road", to Governmental Agencies operating in their governmental capacity, to public utilities, to food and gas and oil distributors for the right of ingress and egress from this day hence to each and every lot abutting on and contiguous to that portion referred to above as "Private Road".

19. 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.

Part D General Provisions

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 967, Page 1903, and O.R. Book 1155, Page 2058, 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, 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. These restrictions 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 within the same Unit.