

**AMENDED RESTRICTIONS
FOR
SOUTH GATE,
UNIT NO. 33 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. 33, as per plat thereof which appears of record in Plat Book 10, Page 57 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.

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 to be erected on lots in Unit 33 shall have a floor area of not less than 1,100 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 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 25 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.

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.

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 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., 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 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, 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.

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 tanks and drain fields that conform to the sanitary and health laws of the State of Florida, or connected to county approved sanitary sewage facilities. 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 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 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 carports 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 installations shall be approved by the Sarasota County Health Department or other authorized agency of the County, before construction shall be permitted.

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 a health or fire hazard to the neighborhood.

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, South Gate Water & Sewer Company, Inc., and the general public forever of 5' along the rear of all lot lines and in addition thereto in Block 146, Unit 33 like easements of 5' are granted, bargained and sold to the County, City, South Gate Water & Sewer Company, Inc., and the general public forever along the front lot lines, for any purpose consistent with good practice for the development of this property in addition easements are hereby granted, bargained and sold to the County, City and the general public forever of 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. 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.

3 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, including but not limited to instruments recorded respectively at O.R. Book 397, Page 722 and O.R. Book 1205, Page 445, 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 effect any of the other provisions which shall remain in full force and effect.

4. TERM OF RESTRICTIONS: These restrictions shall remain in effect and force for a period of thirty (30) years from the 27th day of November 1997, 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 of the lots within the same Unit.