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MASTER

REC 329 PAGE 637

RESTRICTIONS
SOUTH GATE SUBDIVISION UNIT #35

125049

Per Plat Book 16, Page 8-8A
Public Records of Sarasota County, Florida

PART A: PREAMBLE

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 20th, 1956, and filed for record in Deed Book 376, Pages 321-332 inclusive and amendment thereto dated July 18th, 1956, and filed for record in Deed Book 387, Pages 557-559, inclusive, and extension agreement thereto dated April 9, 1959, and filed for record in Official Record 154, Page 15-17, inclusive, of the Public Records of Sarasota County, Florida (said agreement being by and between South Gate Development Company, Inc., as Developer and Palmer First National Bank and Trust Company of Sarasota, as Trustee) said Palmer First National Bank and Trust Company of Sarasota being legal title holder, does hereby declare and establish the following as restrictions upon the tracts of land more fully hereinafter described.

These restrictions are approved in toto by the South Gate Development Company, Inc., as Developer, and wheresoever the word Developer is used herein, it shall be construed as referring to the South Gate Development Company, Inc., its successors or assigns.

PART B: AREA OF APPLICATION

B-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. 35, as per plat thereof which appears of record in Plat Book 16, Page 8-8A, of the Public Records of Sarasota County, Florida.

PART C: RESIDENTIAL AREA COVENANTS

C-1 BUILDING REQUIREMENTS: The lots herein referred to shall be used solely and exclusively for residential purposes and 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 two cars, which garage or carport shall be attached and made part of the dwelling house.

C-2 SIZE OF BUILDING: The buildings to be erected, or maintained, shall be constructed 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 35 shall have a living area of not less than 1,100 square feet, exclusive of porches, breezeways, garages or carports, or any area with unfinished walls or ceiling and/or without heat.

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.

FRONT SET-BACK LINES: No dwellings shall be erected or maintained nearer than 25 feet from any platted street right of way, nor further than 35 feet from any platted street right of way, except that the following special provision shall apply to certain lots as explained below.

The lots for which the special provision applies are all those lots lying on a curve, whose side lot lines are not mutually parallel.

In the case of each of the non-rectangular lots falling in this category the minimum front set-back line shall be established by measuring back from the front lot line a distance of 25 feet along each side lot line to a point. Between the two points thus established stretch a string to represent the minimum front set-back line. No dwelling shall be erected or maintained nearer to the street than said minimum front set-back line, nor further from the street than 10 feet behind said minimum front set-back line.

Nothing in these restrictions shall be construed to require all dwellings to be parallel to the defined set-back lines.

All measurements shall be to the nearest vertical part of the structure at the interior floor level, exclusive of paved patios or privacy fences.

SIDE SET-BACK LINES: No single-story dwelling shall be erected nearer than 8 feet from any side lot line and no split-level dwelling or two-story dwelling shall be erected nearer than 11 feet from any side lot line.

REAR SET-BACK LINES: No dwelling shall be located nearer than 15 feet from the rear lot line of any lot.

EAVES: Eaves on dwellings may overhang front, side and rear set-back lines to the extent of three feet without being considered as an encroachment.

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, or at an angle to the intersection of said streets.

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: No building shall be erected, placed, altered or maintained on any lot until the drawings, plans, and specifications for all buildings, alterations or changes, including a plot plan, are submitted to and approved by the Developer, its successors or assigns. One copy of the drawings and specifications of each improvement or alteration shall be filed as a permanent record with the Developer, its successors or assigns. At the time such drawings and specifications are approved by the Developer a building permit shall be issued, 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 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 approved by the Developer, its successors or assigns.

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 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 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.

C-10. SANITARY FACILITIES: No outdoor toilets shall be erected or maintained on any of the premises herein described nor shall any septic tanks be constructed or maintained on any of the premises herein described.

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

All owners of lots within the premises herein described expressly grant to the South Gate Water & Sewer Co., Inc., its successors, or assigns, a license for any of its agents or employees to enter upon any of the premises herein described for the purpose of installation of water meters, water lines, and for routine reading of meters and servicing and maintenance of any part of such installation.

C-12. SEWERAGE SYSTEM: All buildings which are constructed or maintained on any of the lots in the premises described herein shall be connected to the Sewer system of the Greater Sarasota Sewer Co., and shall be subject to connection charges for making connection to such sewer system, and regular charges thereafter for sewer services.

All owners of lots within the premises herein described expressly grant to the Greater Sarasota Sewer Co., its successors or assigns, a license for any of its agents or employees to enter upon any of the premises herein described for the purpose of installation or inspection of such sewer lines and for servicing and maintenance of such facilities.

C-13. UNSIGHTLY OBJECTS: 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. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises herein described, and said premises 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. In the event that the owners 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. Absolutely no burning of trash or garbage shall be permitted on any lot, except during the initial construction period.

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.

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. ANIMALS: No animals, livestock, or poultry of any kind shall be bred, raised, or kept for commercial purposes on any lot. House pets may be kept on any lot, as long as they do not become a nuisance to other residents of the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening behavior of free-running dogs shall be considered a nuisance. Exposed excrement on lots, lawns or boulevards shall be considered a nuisance.

C-17. 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 one square foot, one sign of not more than four feet square advertising the property for sale or rent, or sign not more than four feet square used by a builder to advertise the property for sale during the construction and initial sale period which construction and initial sale period shall not be longer than one year from the date of issuance of a building permit as provided in C-5 hereof.

C-18. UTILITY EASEMENTS: Easements are hereby granted, bargained and sold to the County, City, South Gate Water & Sewer Co., Inc. and the general public forever of 5' along the rear and side lines of all lots, for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property. The side lot easements shall be subject to the following limitations:

1. They shall be limited, if used, to one side of any one platted lot.
2. Where more than one lot is used as a building site prior to use of the side line easements only the outside boundaries of said building site shall carry said easements.

PART D. GENERAL PROVISIONS:

D-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.

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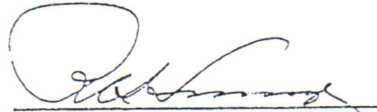
D-2. COVENANTS AND RESTRICTION-WHO IS BOUND. All the covenants and restrictions herein shall run with the land and be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and that the word "owner" when used in the deed shall include the singular and plural, and the masculine, feminine and neuter genders whenever and wherever the context so admits and requires.

D-3. INVALIDATION: Invalidation of anyone 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.

D-4. TERM OF RESTRICTIONS. These restrictions shall remain in effect and force for a period of not less than 20 years from the 1st day of November, 1961, but may be changed or modified any time to effect 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 the affected 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.

PART E: ATTEST

E-1. IN WITNESS WHEREOF, Palmer First National Bank and Trust Company of Sarasota, as Trustee under the terms of that certain Trust Agreement, dated April 20, 1956, which instrument appears of record in Deed Book 376, Pages 321-332, inclusive, and amendment thereto dated July 18, 1956, and filed for record in Deed Book 387, Page 557-559, inclusive, and extension agreement thereto dated April 9, 1959, and filed for record in Official Record 154, Page 15-17, inclusive, Public Records of Sarasota County, Florida, has hereunto caused these Restrictions to be executed in its name by its Vice Pres. & Sr. Tr. Off. and its corporate seal to be affixed, attested by its Assistant Cashier, this 1st day of November 1961.



Palmer First National Bank
and Trust Company of Sarasota,
as Trustee.

ATTEST:

Hugh Glass
(Corporate Seal)

IN WITNESS WHEREOF:

Richard M. Jackson
Forest M. Schreyer



BEFORE ME, personally appeared R. C. Hinze
and Hugh Heath, Vice Pres. & Sr. Trust Officer
AND Assistant Cashier respectively of Palmer First
National Bank and Trust Company of Sarasota, a national banking
corporation under the laws of the United States of America, as
Trustee aforesaid, to me known to be the persons described in
and who executed the foregoing instrument and severally acknow-
ledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and
that they affixed thereto the official seal of said corporation,
and the said instrument is the act and deed of said corporation.

WITNESS MY Signature and official seal at Sarasota,
in the County and State aforesaid, this the 1st day of November,
1961.

Christine R. Howser
Notary Public

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission Expires Feb. 3, 1965
Bonded by American Fire & Casualty Co.



E-2. IN Witness Whereof, South Gate Development
Company, Inc., a corporation existing under the laws of the State
of Florida, as Developer, has hereunto caused these Restrictions
to be executed in its name by its President, attested by
its Secretary this 1st day of November,
1961.

SOUTH GATE DEVELOPMENT CO., INC.

By Richard R. King

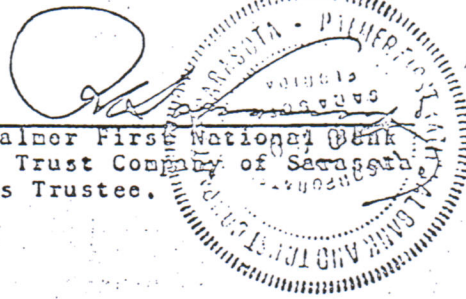
ATTEST:
[Signature]

(CORPORATE SEAL)

IN WITNESS WHEREOF:

Alice V. Spring
Bertha R. Loria

certain Trust Agreement, dated April 20, 1956, which instrument appears of record in Deed Book 376, Pages 321-332, inclusive, and amendment thereto dated July 18, 1956, and filed for record in Deed Book 387, Pages 557-559, inclusive, and extension agreement thereto dated April 9, 1959, and filed for record in Official Record 154, Pages 15-17, inclusive, Public Records of Sarasota County, Florida, has herunto caused those Restrictions to be executed in its name by its Vice President and Senior Trust Officer and its corporate seal to be affixed, attested by its Assistant Cashier this 22nd day of June, 1962.



ATTEST:

Hugh [Signature]
(Corporate Seal) Assistant Cashier

IN WITNESS WHEREOF:

Mary [Signature]

Jean [Signature]

STATE OF FLORIDA)
) s.s.
COUNTY OF SARASOTA)

BEFORE ME, personally appeared R. C. Minze and Mark Heath, Vice President and Senior Trust Officer AND Assistant Cashier, respectively of Palmer First National Bank and Trust Company of Sarasota, a national banking corporation under the laws of the United States of America, as Trustee aforesaid, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.



WITNESS MY signature and official seal at Sarasota, Sarasota County and State aforesaid, this the 22nd day of June, 1962.

Myra [Signature]
Notary Public

MY COMMISSION EXPIRES: