

JOINDER OF LOT OWNERS
IN
SOUTH GATE, UNIT 5 SUBDIVISION
TO AMENDMENT TO
RESTRICTIONS FOR SOUTH GATE, UNIT 5 SUBDIVISION

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

1. Except as hereinafter specified, no lot or parcel shall be used for other than 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 ~~not less than forty (40)~~ thirty (30) years from the 23rd day of May, ~~1955~~ 1995, but may be changed or modified any time to effect the property in any block fronting on any street between intersecting streets only by an instrument in writing, ~~acknowledged and signed, by either the developer, its heirs, successors and assigns, and/or~~ 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. Exceptions to the residential restrictions herein are as follows:

(a) Lots 1 and 32, Block 17, Unit #5, are reserved as the site for construction of a water processing and distribution plant to serve the residents of this subdivision.

(b) Lots 15 and 16, Block 14, Unit #5, are excluded from the residential restrictions herein and may be used for commercial purposes and for the erection of commercial buildings, provided such buildings are erected not closer than 50 feet from the front lot line nor closer than 50 feet from any side street line. Prior to construction or alteration, all plans and specifications for such commercial buildings must receive approval of ~~the developer, its heirs, successors and assigns, and/or~~ of a committee selected from the owners ~~when a majority of the parcels of land within the same block have been sold, or are under contract of sale.~~ One copy of the drawing and specifications of each such improvement shall be filed as a permanent record with the above. Approval shall be required as to type of classification as to business to be established, as well as to the plans and specifications.

(c) Lot 14 of Block 14, Unit #5 shall be excepted from the restriction to residential use only but shall be limited to use as Professional use only. Any professional building built upon said Lot 14 shall be limited in height to a maximum of two stories and 6,000 square feet of living area with full off street parking and shall be used for no other purpose. The use of said Professional building as above described may be used for rental to professionals as well as for use by the owner. The term "Professional use" shall be defined as set out in the zoning ordinance of the County of Sarasota that is in existence at June 14, 1974.

(d) Lots 12 and 13, BLOCK 14 of SOUTH GATE UNIT NO. 5 SUBDIVISION shall be excepted

from the restriction to residential use only, but shall be limited to use as office or professional use only. Any office or professional building built upon Lots 12 and 13 of the said block shall be limited in height to a maximum of two stories and 6,000 square feet of floor area with full off-street parking and shall be used for no other purpose, ~~until the expiration of the restriction to residential use on the entire subdivision shall expire on May 23, 1995. At that time, the limiting use herein shall expire and the property shall be used for whatever use the County or City of Sarasota may have zoned the property at that time or any future time.~~ The use of the said office or professional building as above described may be used for rental to professionals as well as for use by the owner of the land without other restrictions of any nature placed thereon. The term "professional or office use" shall be defined as set out in the zoning ordinance of the County of Sarasota that is in existence at the date of execution of this Amendment to Plat Restrictions (October 27, 1975).

(e) Lot 11, Block 14 shall be released from the above and foregoing designated restrictions as amended to the extent that the same is restricted to use of one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, and agree that the said Lot 11, Block 14, Southgate Unit No. 5 Subdivision may be used for any use permitted under that certain District as shown on the Official Schedule of Zoning Regulations known as OPI-Office, Professional and Institutional, as the same is designated and provided for in the Zoning Regulations for Sarasota County, Florida, adopted and in force and effect as of the date hereof (March 29, 1977) and as the same hereafter may be amended by the Governing Authority of Sarasota County, Florida. ~~Unless modified or amended prior thereto, this restriction shall expire on May 23, 1995.~~ Any building constructed on said Lot 11, Block 14 shall be limited in height to a maximum of two stories and limited to a maximum lot coverage of 6,000 square feet, and in all other particulars the same shall meet in full the requirements of OPI Districts under and pursuant to the said Zoning Regulations for Sarasota County, Florida.

(f) Lot 10, Block 14 shall be released from the above and foregoing designated restrictions as amended to the extent that the same is restricted to use of one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, and agree that the said Lot 10, Block 14, Southgate Unit No. 5 Subdivision may be used for any use permitted under that certain District as shown on the Official Schedule of Zoning Regulations known as OPI-Office, Professional and Institutional, as the same is designated and provided for in the Zoning Regulations for Sarasota County,

Florida, adopted and in force and effect as of the date hereof (April 1, 1977) and as the same hereafter may be amended by the Governing Authority of Sarasota County, Florida. ~~Unless modified or amended prior thereto, this restriction shall expire on May 23, 1995.~~ Any building constructed on said Lot 10, Block 14 shall be limited in height to a maximum of two stories and limited to a maximum lot coverage of 6,000 square feet, and in all other particulars the same shall meet in full the requirements of OPI Districts under and pursuant to the said Zoning Regulations for Sarasota County, Florida.

2. The buildings to be erected, or maintained, on the lots herein described shall be constructed of the same kind of new and durable materials. All buildings on a lot 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, 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. 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 7-1/2 feet to any interior lot line. 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 described, 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 apart from a house; that is, in every case the garage or carport shall be made part of and attached to the dwelling house.

7. 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 in 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.

8. ~~The lots herein described~~ No lot shall be resubdivided into smaller units and developed, occupied or sold as single units.

9. 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.

10. 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 a similar sign used by a builder to advertise the property during the construction and sale period.

11. No outdoor toilets shall be erected or maintained on the lots 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. Sanitary sewers, if used, shall be placed within the street right-of-way.

12. Drawings and specifications for all buildings, alterations and changes, and other development ~~for the premises herein described 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, ~~or assigns~~ or designee. At the time that such drawings and specifications are approved by South Gate Community Association, Inc., its successors, ~~or 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, ~~or 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.

13. A five foot easement, or right-of-way, along the rear lot lines and side lot lines is reserved for the purpose of constructing and maintaining facilities for furnishing property owners of this subdivision with electricity, gas, water, sewer drains and other facilities.

14. All dwellings ~~built and completed after installation of a central water system~~ shall be connected to said 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.

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 owner, 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. Septic tanks and their drain fields, where used, shall be within the area of the individual lot located between the front lot line and the 40-foot maximum set-back line on the following described lots:

Lots 8, 9, 24 and 25 of Block 17, Unit #5;
Lots 1, 2, 15 and 16 of Block 15, Unit #5;
Lots 14, 15, 16 and 17 of Block 17, Unit #5;
Lots 7, 8, 9 and 10 of Block 15, Unit #5.

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 ~~n~~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 Subsection (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 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, 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. ~~Hereafter n~~No unsightly objects shall be maintained under building eaves, in carports, or elsewhere on any lot. Hereafter aAll 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.

21. 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 other dues 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 1078, Page 1735 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.

22. 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.

WE, THE UNDERSIGNED owners of Lots subject to the Restrictions recorded in Deed Book 349, Page 332, et seq., Public Records of Sarasota County, Florida, as amended, do hereby join in and consent to the Amendment set forth above.

WITNESSES:

_____	Owner(s)
_____	Owner(s)
Printed Name	_____
_____	Dated: _____
_____	Lot _____ Block _____
Printed Name	_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1995 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 Florida
My commission expires: _____