

**AMENDED RESTRICTIONS
FOR
SOUTH GATE, UNIT NO. 6 AND UNIT NO. 8 SUBDIVISIONS**

1. **SINGLE RESIDENCES EXCLUSIVELY.** 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.

2. **SIZE OF BUILDINGS.** 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 shall have a floor area of not less than 1,200 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 12,000 square feet and such lot shall be not less than 80 feet in width at the front building set-back line. No dwelling shall be erected nearer than 40 feet from the seawall line and no dwelling shall be erected nearer than 10 feet from any side lot line or nearer than 15 feet from any side street line. No dwelling shall be erected nearer than 25 feet from the street lot line.

The following lots because of their location shall be granted exceptions from the foregoing paragraph as follows:

Because of the location in reference to street lot line of LOT 12, BLOCK 26, SOUTH GATE UNIT NO. 8, aforesaid and resulting hardship in application of setback line from street, the developer hereby establishes the street lot line of said lot to be as follows:

Using the Northwest corner of Lot 12, Block 26, Unit 8, SOUTH GATE SUBDIVISION, as the Point of Beginning; thence along the arc of a curve having a radius of 75 feet in a Northeasterly direction, a distance of 68.13 feet to a point. The remaining portion of said Lot 12 abutting on Mineola Drive, for purposes of setback lines, shall be considered side street line.

A dwelling may be erected with a set-back line of 25 feet from the seawall line on Lot #11, Block #26, Unit #8.

A dwelling may be erected with a set-back line of 25 feet from the seawall line and with a 25 feet set-back line from the street lot line on Lot #1, Block #18, Unit #6.

A dwelling may be erected on any of the following lots: #9, #10, #11 and #12, Block #19, Unit #6 with a set-back line of 25 feet from the street 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.

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.

5. BUILDING PLANS – APPROVAL. Drawings and specifications for all buildings, alterations and changes, and other development of any lot, including but not limited 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 the 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 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 and landscaping shall be maintained in a neat and orderly fashion; the water-front side shall constitute the actual fronting of the lots for building and landscape purposes. 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 more than six (6) feet in height.

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 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. WATERFRONT EASEMENT. An easement is reserved by the South Gate Community Association, Inc., its successors, assigns or designee for the erection and installation

of a sea wall along Jaffa Canal and Philippi River, access thereto being specifically reserved for the construction thereof.

10. WATERFRONT STRUCTURES, EXCAVATION, PIERS, DOCKS, ETC. No structure shall be erected along the water front except a dock not higher in elevation than the sea wall, which dock shall be used for private, non-commercial uses only. No excavations shall be made in front of the sea wall and no changes shall be made in the sea wall without written permission from South Gate Community Association, Inc., its successors, assigns or designee, and no sea wall shall be erected on and no pier, groin, or other structure shall be extended out from any of the lands unless the plans and specifications thereof shall first have been approved by South Gate Community Association, Inc., its successors, assigns or designee.

11. CONVEYANCE OF PART OF LOT. An owner of more than one 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 his next adjoining lot and the balance will have to be sold as one tract.

12. NO RE-SUBDIVISION. No lot shall be resubdivided into smaller units and developed, occupied or sold as a single unit.

13. 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.

14. WATER 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.

15. 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, 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.

16. UTILITY EASEMENTS. A six-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.

17. 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 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.

18. 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 surrounding community.

19. 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.

20. 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.

21. 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.

22. 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 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 prior amendments, to these restrictions, recorded respectively at O.R. Book 397, Page 722, O.R. Book 580, Page 646, and O.R. Book 1094, Page 925 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.

23. 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.

24. 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.

25. TERMS OF RESTRICTIONS: CHANGES: These restrictions shall remain in effect and force for a period of thirty (30) years from the 1st day of October, 1995, but may be changed or modified any time to affect the property in any block fronting on any street between intersecting streets only by an instrument in writing, signed by the owners of a majority of property within the same block, and with the approval of the owners of a majority of property in blocks fronting and abutting thereon.