

**JOINDER OF LOT OWNERS  
IN  
SOUTH GATE MANOR, UNIT NO. 2  
TO AMENDMENT TO RESTRICTIONS  
FOR SOUTH GATE MANOR, UNIT NO. 2**

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

**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 as follows; to-wit:

SOUTH GATE MANOR, UNIT NO. 2, Replat, as per plat thereof recorded in Plat Book 14, Page 3, of the public records of Sarasota County, Florida.

**Part C: Residential Area Covenants**

~~—C-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 a part of the dwelling house.

~~—C-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 #2, shall have a floor area of not less than 1100 square feet, exclusive of porches, breezeways or carports.

~~—C-3.~~ SET-BACK LINES, ETC.: No dwelling shall be constructed on a ~~plot~~ lot having an area of less than 8,000 square feet, and such ~~plot~~ 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. No dwelling shall be erected nearer than 15 feet from any side street line. No dwelling shall be erected nearer than 7½ feet from any side lot line; no two-story building shall be erected nearer than 9 feet from any side lot line. Eaves on dwellings may overhang such 7½ feet from side lot set back line to the extent of 3 feet. No part of any dwelling shall be located nearer than 10 feet from the rear lot line of any lot. Any pool or pool enclosure may be placed not closer than 5 feet to the rear lot line.

The front of all dwellings must face the street, except corner lots where a dwelling may be placed on an angle to face 2 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~~ garage 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 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 for the premises herein described, including but not limited to the construction of swimming pools, decks, storage buildings, fences and building additions, shall be submitted ~~for the approval of the Developer, its successors or assigns~~ for the approval of South Gate Community Association, Inc., its successors, assigns, or its designee. One copy of the drawings and specifications of each improvement or alteration shall be filed as a permanent record with ~~the Developer~~ South Gate Community Association, Inc., its successors, and assigns, or designee. At the time such drawings and specifications are approved by

~~the Developer~~ 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 ~~the Developer~~ 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 of prior approval.

—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,~~ South Gate Community Association, Inc., its successors, or assigns, or designee.

—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 front set-back lines 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 6 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: Except as specifically authorized elsewhere herein, no mobile home, camper, trailer, traveler coach, house trailer or utility trailer may be parked, maintained or stored on any lot or parcel in the residential area covered by these restrictions, and no truck may be maintained on any lot or parcel 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, ~~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 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.

—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 doing so 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, ROAD GRADING, ETC.: No outdoor toilets shall be erected or maintained on any of the premises herein described, and all buildings with toilet facilities shall be connected to a recognized sewer service of such sewer company that is franchised to operate in the area, and shall be subject to installation fees and appropriation charges for sewer system when installation is made, or be equipped with septic tanks and drain fields that conform to the sanitary and health laws of the State of Florida. All owners of property within the premises described herein expressly grant to any franchised sewer company which is serving the area, a license for any of its agents or employees to enter upon any of the premises herein described for purposes of installation and maintenance of such sewer facilities.

The finish grade of all lots shall be a minimum of 18 inches 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 inches, the owner can only fill to 18 inches above the crown of the road. If the level of the lot is more than 18 inches the owner shall not fill.

The top of the 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 carport 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 installation shall be approved by the Sarasota County Health Department of other authorized agency of the County, before construction shall be permitted.

~~—C-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. 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 along with appropriate charges for sewer services, if installation of sewer is made. All owners of property within the premises described herein expressly grant to the South Gate Water & Sewer Co., Inc., its successors or assigns, a license for any agent or employee of the said South Gate Water & Sewer Co., Inc., to enter upon any of the premises herein described for the purpose of installation of water meters and water lines and sewer lines, and for routine reading, servicing and maintenance of said installations.~~

~~—C-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 Developer, South Gate Community Association, Inc., its successors or 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 Developer, South Gate Community Association, Inc., its successors, or assigns, or designee shall not be deemed a trespass.~~

~~—C-13. UNLAWFUL USE OF PROPERTY: No unlawful, improper or immoral use shall be made of any of the premises herein described or referred to, and said premises lot. All lots shall at all times be kept mowed and clear of debris and vegetation that maybe either a health or fire hazard to the neighborhood.~~

~~—C-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.~~

~~—C-15. UTILITY EASEMENTS: Easements are hereby granted, bargained and sold to the County, City, South Gate Water & Sewer Co., Inc., and the general public forever to utility providers of 5 feet along the rear of all 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 feet 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.~~

#### **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 in violation 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 seek other relief for such violation. The prevailing party in any litigation or any 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 party or parties.~~

A substantial number of property owners in the subdivision voluntarily joined together to form SOUTH GATE COMMUNITY ASSOCIATION, INC., a Florida nonprofit 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 1248, Page 37, 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.

—D-2. COVENANTS AND RESTRICTIONS – 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 any one or more of these covenants and restrictions by Judgment or Court order shall in no wise way affect any of the other provisions, which provisions 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 ~~twenty (20)~~ thirty (30) years from the ~~23rd day of February, 1961, date of filing hereof, and thereafter shall renew for successive ten (10) year periods.~~ but These restrictions may be changed or modified at 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, 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 this 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.

Witnesses:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_  
Lot \_\_\_\_\_ Block \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 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 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_