

## **DEED RESTRICTIONS FOR GULF GATE WOODS – UNIT 4**

RECORDED IN BOOK 983 PAGES 1379-1384 PER PLAT BOOK 21 PAGES 35, 35A, 55B AMENDMENT BOOK 1091 PAGE 31

**C-1 BUILDING REQUIREMENTS:** Except as hereinafter provided, 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 for not more than three cars, which garage shall be attached and made part of the dwelling house.

**C-2 SIZE AND DESIGN OF BUILDING:** All buildings are to be of a design and of construction in keeping with those of the surrounding residential area. The main residence building to be erected on any lot adjoining the golf course shall have a living area of not less than 1200 square feet. Living area shall exclude all screened or open porches, breezeways, garages or carports, utility and/or laundry areas, whether finished or unfinished. Each dwelling shall be constructed with an enclosed garage for at least one car.

- **ROOF MATERIAL:** Glazed tile, cement tile, slate or Bermuda style cement shall be used for all roofs. Any material other than these above must be approved under C-5.
- **SIDEWALL MATERIAL:** Cement block, where used, must be stuccoed or concrete sprayed or veneered with wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

**C-3 SET-BACK LINES, ETC.:** No structure of any kind, including but not limited to dwellings, garages, swimming pools and screened cages, shall be erected nearer than 25 feet to any street right-of-way line, nor nearer than 8 feet from any side lot line, nor nearer than 15 feet from the rear lot line of any lot.

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 diagonally to the intersection.

- **EAVES:** Eaves on dwellings may overhang in accordance with the County of Sarasota, Florida, zoning and building regulations from time to time in force.

**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 the 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, shall be submitted for the approval of the Developers, 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 without cost, 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. All driveways from the lot line to the street pavement shall be constructed of reinforced concrete, a minimum of 4 inches in thickness, and all driveways from the lot line to the dwelling shall be constructed of concrete or blacktop. No loose gravel driveways shall be allowed.

**C-7 WALLS AND HEDGES:** When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling house, a wall, hedge, fence or other enclosure of any kind, not to exceed 6 feet in height, may be constructed, grown or maintained, which is located within the front, side and rear building set-back lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling house.

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 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 along the side lot line 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 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 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 said owner's next adjoining lot and the balance will have to be sold as one tract.

**C-10 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 franchised utility company, and shall be subject to installation fee as well as for charges for water consumed. No saline or regenerating solution from water softening equipment shall be discharged in any street right-of-way.

All owners of lots within the premises herein described expressly grant to the franchised utility company, 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-11 SEWAGE SYSTEMS:** 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 franchised utility company, 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 franchised utility company, 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-12 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 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. 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, its successor 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 part of the Developer, its successors or assigns, 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 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.

**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 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-16 SIGNS:** No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than one square foot (1 ft<sup>2</sup>), or one sign of not more than five square feet (5 ft<sup>2</sup>) advertising the specific property for sale or rent, except on those lots approved by the County Authorities for model homes, the use of flags, or other similar or dissimilar, advertising media (except the signs aforementioned) is strictly prohibited.

**C-17 UTILITY EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and described on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

When more than one lot is used as a single building site, only the outside boundaries of said building site shall carry said easements.

**C-18 NO PROFESSIONAL OR BUSINESS USES:** The prohibition stated in Paragraph C-1 shall be deemed to include prohibition of use for real estate brokerage business, insurance offices, professional office, or other types of business.

**C-19 VISIBLE PARKING OR STORAGE:** With the exception of family-type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes, but is not limited to, trucks, trailers, boats, racing cars, or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair or regular performance of service functions of the tradesman or owners operating same, but such parking must be limited to actual time during which such services are being performed.

**C-20 LOT GRADING:** Floor levels shall be set sufficiently above street grade to provide proper drainage of the respective lot, and no filling or grading shall be done that will adversely affect the proper drainage of adjacent property. Protective slopes around all buildings shall be provided on every lot by the respective owner, and side lot line swales shall be planned and maintained to prevent standing water in the rear. It shall be the responsibility of each owner to see that his lot conforms to F.H.A. No. 300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. No. 5), Section No. 1202, page 234 to 244 inclusive. This places an especial responsibility on the first builder in any neighborhood to refrain from blocking side lot line easements in excess of the minimum 1% slope toward the street.

#### **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, or the Developer, 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.

**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 wise affect 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 30 years from the date of platting of Unit 4 Gulf Gate Woods Subdivision, but may be changed or modified at 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.

#### **THE FIRST PARAGRAPH OF SECTION C-3 OF THE AMENDED RESTRICTIONS SHALL BE AND HEREBY IS AMENDED AND MODIFIED TO READ AS FOLLOWS:**

**C-3 SET BACK LINES, ETC.:** No structure of any kind, including but not limited to dwellings, garages, swimming pools and screened cages, shall be erected nearer than 25 feet to any street right of way line, nor nearer than 8 feet from any side lot line, nor nearer than 15 feet from the rear lot line of any lot; provided, however, that swimming pools and screened cages shall not be deemed to violate the rear set-back line restriction unless nearer than 8 feet from the rear lot line of any lot.