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**REVIVED RESTRICTIONS**

**GULF GATE SUBDIVISION UNIT #10  
Per Plat Book 18, Pages 13 & 13A  
Public Records of Sarasota County, Florida**

**PART A: PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS, that all of the owners of lots in Unit #10, Gulf Gate Subdivision, Sarasota County, Florida, do hereby declare and establish the following as restrictions upon those said tracts of lands.

These restrictions are approved in toto by the FIRST DEVELOPMENT CORPORATION OF AMERICA, as Developer, and wheresoever the word "Developer" is used herein, it shall be construed as referring to the FIRST DEVELOPMENT CORPORATION OF AMERICA, 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:

GULF GATE, UNIT #10, as per plat thereof which appears of record in Plat Book 18, Pages 13 & 13A, of the Public Records of Sarasota County, Florida.

**PART C: RESIDENTIAL AREA COVENANTS**

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 or carport for not more than three cars, which garage or carport shall be attached and made part of the dwelling house.

The grade level established by the Developer shall not be materially altered nor shall any filling be done that will adversely affect the proper drainage of adjacent property.

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 any lot adjoining the golf course shall have a living area of not less than 1100 square feet, and on those lots not adjoining the golf course, a living area of not less than 1000 square feet. Living area shall exclude all screened or open porches, breezeways, garages or carports, utility and/or laundry areas, whether finished or unfinished.

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 not having frontage on the golf course. Set-back lines across those lots having frontage on the golf course shall be in accordance with the set-back lines shown on the plat of record.

No dwelling shall be erected further than 40 feet from the front lot line. Eaves on dwellings may overhang front, side and rear set-back lines to the extent of 3 feet.

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.

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, its successors or assigns. One copy of the drawing 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 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.

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 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 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 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 Gulf Gate Utilities, 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 Gulf Gate Utilities, 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 Gulf Gate Utilities, Inc., 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 Gulf Gate Utilities, 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 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 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 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.

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, 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-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 sign of not more than one (1) square foot, or one sign of not more than five (5) square feet 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 sign aforesaid) is strictly prohibited.

C-18 UTILITY EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and five (5) feet over the rear and side lot lines. 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.

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

C-19 NO PROFESSIONAL OR BUSINESS USES: The prohibition stated in Paragraph C-1 shall be deemed to include prohibition of use for real estate brokerage businesses, insurance offices, professional offices, or other types of business.

C-20 GOLFERS' EASEMENTS: All owners and occupants of any lot in Unit No. 10 of Gulf Gate Subdivision shall extend to any and all golfers lawfully using the golf course the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the subdivision, provided such golf balls may be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

#### **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 no 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 No. 10, 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 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.

# GULF GATE

SUBDIVISION

COUNTY OF SARASOTA

SEC. 21, TWP. 37 S, RGE. 18 E.

SCALE: 1"=100'

STATE OF FLORIDA

### CONSENT TO DEDICATION

STATE OF FLORIDA } S.S.

First Development Corporation of America, a Florida Corporation by its undersigned officers acting by and with the authority of its Board of Directors, being the Developer and Beneficiary in a trust agreement, recorded in D.R. Book 409, and confirmed by Public Record of Sarasota County, Florida, on January 26, 1963, hereby consent to, ratify, approve and confirm this plat and the dedication certificate appearing hereon, this 2 day of February, A.D. 1965.

FIRST DEVELOPMENT CORPORATION OF AMERICA

By Roland L. King

Roland L. King, President

STATE OF FLORIDA } S.S.

COUNTY OF SARASOTA } S.S.

James E. Saunders, Secretary

Before me, the undersigned Notary Public, personally appeared L. King, President of First Development Corporation of America and James E. Saunders, Secretary of First Development Corporation of America, a Florida Corporation, and me known to be the individuals described in and who executed the foregoing certificate of dedication and they each duly acknowledged before me that they executed the same as such officers for and in behalf of said corporation.

My Commission Expires January 23, 1966

By James E. Saunders

James E. Saunders, Secretary

### CONSENT TO DEDICATION

STATE OF FLORIDA } S.S.

Sarasota Bank and Trust Company, a Florida Corporation, holder of a certain mortgage recorded in O.R. Book 581, and Public Record of Sarasota County, Florida, on November 2, 1962, hereby consent to, ratify, approve and confirm this plat and the dedication certificate appearing hereon, this 9 day of February, A.D. 1965.

SARASOTA BANK AND TRUST COMPANY

By Frank W. Harty

Frank W. Harty, Vice President

STATE OF FLORIDA } S.S.

Before me, the undersigned Notary Public, personally appeared Charles D. Bolley, Secretary of Sarasota Bank and Trust Company, and Frank Whitsett, Vice President of Sarasota Bank and Trust Company, a Florida Corporation, and me known to be the individuals described in and who executed the foregoing certificate of consent to dedication and they each duly acknowledged before me that they executed the same as such officers for and in behalf of said corporation.

My Commission Expires April 15, 1969

By Charles D. Bolley

Charles D. Bolley, Secretary

### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } S.S.

Sarasota Bank and Trust Company, a Florida Corporation, as Trustee under that certain trust agreement recorded in O.R. Book 409, Pages 299 thru 309 inclusive, Public Record of Sarasota County, Florida, on January 26, 1963, filed February 4, 1963 in O.R. Book 410, and confirmed by Public Record of Sarasota County, Florida, on January 26, 1963, hereby dedicates and sets apart all of the acreage therein described as a certain open space, ponds and easements shown on this plat to the use of the general public forever.

IN WITNESS WHEREOF, the undersigned Banking Corporation has caused these presents to be executed by its authorized officers, and by its Secretary, by and with the authority of its Board of Directors, this 2 day of February, A.D. 1965.

SARASOTA BANK AND TRUST COMPANY

By Frank W. Harty

Frank W. Harty, Vice President and Senior Trust Officer

ATTEST: Frank W. Harty

Secretary

STATE OF FLORIDA } S.S.

Before me, the undersigned Notary Public, personally appeared Charles D. Bolley, Secretary of Sarasota Bank and Trust Company, and Frank Whitsett, Vice President of Sarasota Bank and Trust Company, a Florida Corporation, to me known to be the individuals described in and who executed the foregoing certificate of consent to dedication and they each duly acknowledged before me that they executed the same as such officers and they each duly acknowledged before me that they executed the same as such officers.

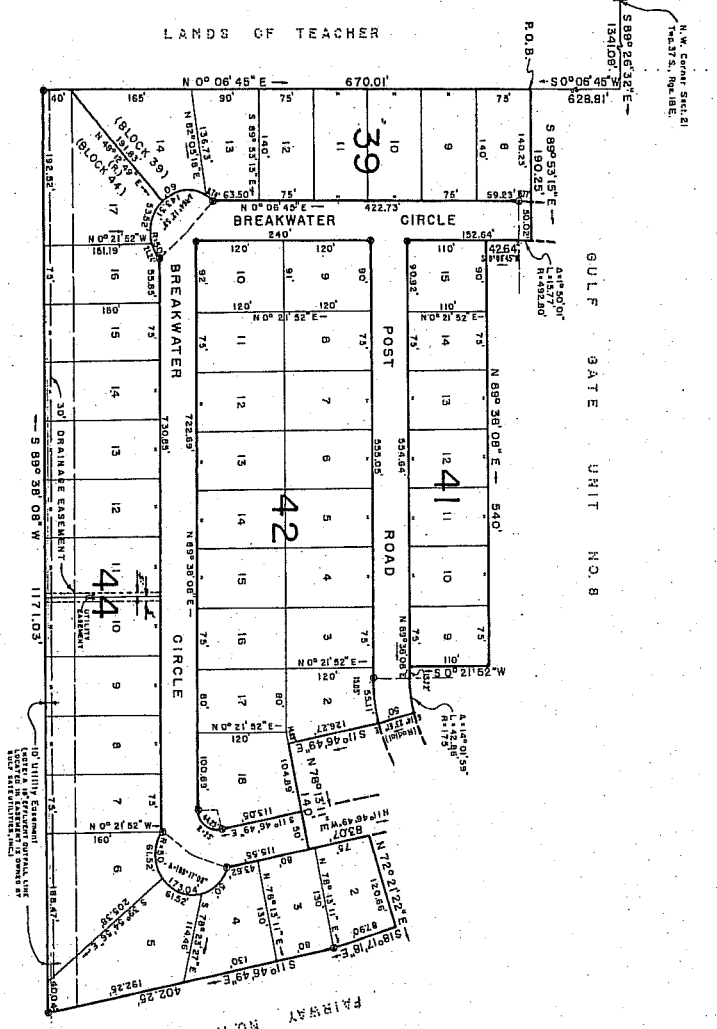
My Commission Expires January 23, 1966

By Charles D. Bolley

Charles D. Bolley, Secretary

**DESCRIPTION:**

Commence at the N.W. Corner of Section 21, Twp. 37 South, Rge. 18 East; thence S 89° 26' 32" E along the North line of said N.E. 1/4 of N.W. 1/4, S 89° 26' 32" E for 134.00' to the N.W. Corner of N.E. 1/4 of N.W. 1/4 of Section 21; thence S 0° 06' 45" W along the West line of said N.E. 1/4 of N.W. 1/4, S 130° 25' to intersect a curve (radius = 92.28') whose center bears S 89° 03' 14" E from point of intersection; thence S 89° 03' 14" E along said curve for 132.50' to the P.C. of a tangent curve (radius = 172.1'); thence along a curve to left, S 42° 55' E, thence S 149° 23' 51" E along a line radial to curve depicted, 50'; thence S 110° 46' 57" E, 126.27'; thence N 76° 15' 11" E, 140'; thence N 11° 46' 49" W, 83.97'; thence N 72° 21' 22" E, 120.65'; thence S 186° 17' 18" E, 87.30'; thence S 11° 46' 49" E, 402.25'; thence S 09° 58' 08" W, 117.103'; thence N 0° 06' 45" E, 67.00' along the West line of Section 21, Township 37 South, Range 18 East, Sarasota County, Florida and containing 14.399 acres, more or less.



**EASEMENT DESCRIPTION:**  
 There are hereby expressly created, easements of 5' along the rear lines of all lots for underground and overhead utilities, surfaces and underground drainage and easements for all other purposes that may hereafter be used in connection with any one lot. Where more than one lot is intended as a building site the outside of said building site shall carry said easements. All other easements shown on this plat are hereby reserved in perpetuity for purposes noted.

**NOTE:**  
 All block corner radii - 10' and all lot measurements at block corners are to the point of intersection, except as noted.  
 All dimensions shown are radial to the curves they intersect.

**LEGEND**  
 ⊙ Perm. Ref. Mon.

PLAT BOOK 18 PAGE 127  
 SHT. 2 of 2 SHTS. 1/5 1/3-4  
**GULF GATE**  
**SUBDIVISION**  
**UNIT NO. 10**  
 COUNTY OF SARASOTA STATE OF FLORIDA  
 SEC. 21, TWP. 37 S., RGE. 18 E.  
 SCALE: 1" = 100'

**CERTIFICATE OF APPROVAL OF COUNTY COMMISSION**

STATE OF FLORIDA, S.S.  
 COUNTY OF SARASOTA, S.S.  
 It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Sarasota, Florida, on this day of December, A.D. 1965.

Approved: *[Signature]*  
 County Attorney  
*[Signature]*  
 County Engineer  
*[Signature]*  
 Supervisor of Regulatory Services  
 Chairman, Board of County Commissioners

**CERTIFICATE OF APPROVAL OF COUNTY CLERK**

STATE OF FLORIDA, S.S.  
 COUNTY OF SARASOTA, S.S.  
 I, R. W. ZIEGLER, County Clerk of Sarasota County, Florida, hereby certify that the foregoing plat has been filed for record in accordance with all the requirements of the Statutes and according to maps and plats and that this plat has been filed for record in the public records of Sarasota County, Florida, on this day of December, A.D. 1965.

**SURVEYOR'S CERTIFICATE**

STATE OF FLORIDA, S.S.  
 COUNTY OF SARASOTA, S.S.  
 I, the undersigned registered land surveyor hereby certify that this plat is a true representation of the lands described and shown, to the best of my knowledge and belief, and that permanent reference monuments have been established as required by the Statutes of the State of Florida.

Date of survey Nov. 1, 1965

*[Signature]*  
 J. V. MOSSY  
 Reg. Land Surveyor

SURVEY AND PLAT BY:  
**MOSSBY ENGINEERING ASSOCIATES, INC.**  
 2289 BEE RIDGE RD., SARASOTA, FLA.

Properties Subject to the Declaration of Restrictions  
for  
GULF GATE UNIT #10

Property Description
LOT 2 BLK 44 GULF GATE UNIT 10
LOT 3 BLK 44 GULF GATE UNIT 10
LOT 4 BLK 44 GULF GATE UNIT 10
LOT 5 BLK 44 GULF GATE UNIT 10
LOT 6 BLK 44 GULF GATE UNIT 10
LOT 7 BLK 44 GULF GATE UNIT 10
LOT 8 BLK 44 GULF GATE UNIT 10
LOT 9 BLK 44 GULF GATE UNIT 10
LOT 10 BLK 44 GULF GATE UNIT 10
LOT 11 BLK 44 GULF GATE UNIT 10
LOT 12, BLK 44, GULF GATE UNIT 10, CORR ORI 200619
LOT 13 BLK 44 GULF GATE UNIT 10
LOT 14 BLK 44 GULF GATE UNIT 10
LOT 15 BLK 44 GULF GATE UNIT 10

LOT 16 BLK 44 GULF GATE UNIT 10

LOT 17 BLK 44 GULF GATE UNIT 10

LOT 14 BLK 39 GULF GATE UNIT 10

LOT 13 BLK 39 GULF GATE UNIT 10

LOT 12 BLK 39 GULF GATE UNIT 10

LOT 11 BLK 39 GULF GATE UNIT 10

LOT 10 BLK 39 GULF GATE UNIT 10

LOT 9 BLK 39 GULF GATE UNIT 10

LOT 8 BLK 39 GULF GATE UNIT 10

LOT 15 BLK 41 GULF GATE UNIT 10

LOT 14 BLK 41 GULF GATE UNIT 10

LOT 13 BLK 41 GULF GATE UNIT 10

LOT 12 BLK 41 GULF GATE UNIT 10

LOT 11 BLK 41 GULF GATE UNIT 10

LOT 10 BLK 41 GULF GATE UNIT 10

LOT 9 BLK 41 GULF GATE UNIT 10

LOT 2 BLK 42 GULF GATE UNIT 10

LOT 3 BLK 42 GULF GATE UNIT 10

LOT 4 BLK 42 GULF GATE UNIT 10

LOT 5 BLK 42 GULF GATE UNIT 10

LOT 6 BLK 42 GULF GATE UNIT 10 HX-86

LOT 7 BLK 42 GULF GATE UNIT 10

LOT 8 BLK 42 GULF GATE UNIT 10

LOT 9 BLK 42 GULF GATE UNIT 10

LOT 10 BLK 42 GULF GATE UNIT 10

LOT 11 BLK 42 GULF GATE UNIT 10

LOT 12 BLK 42 GULF GATE UNIT 10

LOT 13 BLK 42 GULF GATE UNIT 10

LOT 14 BLK 42 GULF GATE UNIT 10

LOT 15 BLK 42 GULF GATE UNIT 10

LOT 16 BLK 42 GULF GATE UNIT 10

LOT 17 BLK 42 GULF GATE UNIT 10

LOT 18 BLK 42 GULF GATE UNIT 10