

SUMMARY OF SOUTH GULF COVE DEED RESTRICTIONS

Port Charlotte, Sections: 58, 71, 78, 81, 82, 85, 87, 93, and 94, recorded in the Plat Book of the Public Records of Charlotte County, Florida.

1. Residential Lots: No structure shall be constructed or erected on any residence building lot other than a detached single family dwelling not to exceed two stories in height with an attached two-car garage.
2. Lot Setbacks: On waterfront and dry lots, no building shall be erected on any part thereof nearer to the lot line at:
 - a. Canal or rear lot line: 20 feet
 - b. Front lot line: 25 feet
 - c. Side lot line: 7.5 feetThe side lot line and rear lot line shall not apply to a garage located 50 feet or more from the minimum building setback line, except that on corner lots, no structure shall be permitted nearer than 20 feet to the front line of the said corner lot nor nearer than 15 feet to the side street lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
3. Minimum Square Footage: No residential lot shall be subdivided into building lots having less than ten thousand square feet, nor having a width of less than 75 feet at the minimum building setback. In Sections 58, 71, 78, 81, 82, 85, 87, 93 and 94, no building shall be erected on any residential building lot having an area less than 1,500 square feet of living area with a two car attached garage; two story homes shall have a minimum of 1,500 square feet of living area with a two car attached garage. Any building or improvements hereafter constructed shall be masonry or other approved types of construction.
4. Docks: No boat house or dock building shall be erected on or adjoining any of the lots in the subdivision, but a dock extending such a distance from the line of the high water mark of the waterfront lots may be permitted; and no boat landing, dock or pier shall be constructed until the plans and specifications thereof shall have been approved in writing by the South Gulf Homeowners Association. No boat canal, or other waterways shall be dug or excavated into any of the waterfront lots. No mooring pile shall be placed more than 20 feet beyond the high water mark of any waterfront lot, and no mooring pile shall be placed nearer than 8 feet to a line formed by the projection of the side lines of the waterfront lot. No lot or parcel shall be increased in size by filling in the waters on which it abuts. No sea wall shall be erected or constructed in the subdivision unless and until its location, design, materials, structures, strength, etc., shall have been approved in writing by the South Gulf Cove Homeowners Association. Any of the above construction or changes requires a county permit and take precedence over the Homeowners deed restrictions.
5. Offensive Trade: No noxious or offensive trade 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.
6. Temporary Residences: No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. Manufactured homes: No manufactured homes shall be allowed on any lot.
8. Signs: 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, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. Oil, Gas and Mineral Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
11. Trash: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposition of such material shall be kept in a clean and sanitary condition.
12. Building Plan Review: No building shall be erected on any residence lot until the design and location thereof have been approved, in writing, by the Architectural Review Committee which will be appointed by the South Gulf Cove Homeowners Association, or elected by a majority of the owners of the property first herein described; provided, however, in the event such committee is not in existence, or fails to approve or disapprove such design or location within thirty days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures on the lots first herein above described.

13. Fences, Walls and Hedges: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. Easements: The easements shown on the plat for this subdivision are hereby reserved as perpetual easements for utility installations and maintenance.
15. Communication towers: Communication towers will be excluded on general commercial lots as permitted by the Federal Communications Law.
16. Commercial Lots: Uses for commercial lots may be permitted providing a request for approval, stating the purpose and complete description of use and operation is submitted in writing and approval is given by the SGC Architectural Review Committee. No liquor, beer, wine or other intoxicating beverages may be sold in other than hotels or motels containing 50 or more guest rooms or restaurants with seating accommodations for not less than 100 customers.
17. Term: These covenants and restrictions are to run with the land, and shall be binding on all the parties and all persons claiming under them until March 1, 1981, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless, by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
18. Violations: In the event of a violation or breach of any of these restrictions by any persons or concern claiming by, through or under Atlantic Gulf Communities (formerly General Development Corporation)*, or by virtue of any judicial proceedings, South Gulf Cove Homeowners Association, and the lot owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, South Gulf Cove Homeowners Association, shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
19. Invalidation of any one of these covenants by judgment, decree or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
20. Should it be necessary for the Homeowners Association or any other entity enforcing these deed restrictions to obtain an attorney to represent it regarding these Deed Restrictions and, if the Homeowners Association or other enforcing agency prevails, the Homeowners Association shall be entitled to reasonable attorneys' fees in enforcing the Deed Restrictions.

NOTE: This is an abstract of the restrictions recorded. Charlotte County Abstract & Title Company has added paragraph headings for the convenience of our clients. This Summary of Restrictions is not to be construed as a true and correct copy of the recorded document. Elements necessary for legal review and title insurance underwriting have been omitted.

*South Gulf Cove Homeowners Association, Inc. was made the assignee of Atlantic Gulf Communities regarding deed restrictions