

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PRINCE'S GATE SUBDIVISION**

OFFICIAL RECORDS
BOOK 3003
PAGE 1018

This is the Declaration of the Covenants and Restrictions for Prince's Gate Subdivision, (herein, "the Subdivision"), according to the Plat thereof recorded in Plat Book 10, page 60 of the Public Records of Sarasota County, Florida.

1 - DEFINITIONS: The terms hereinafter used in this document shall be defined as follows:
Association - Prince's Gate Association, Inc.

Owner - The person or persons, or other legal entity holding fee simple title to any lot in the Subdivision

Lot - Each parcel of land into which the Subdivision is divided as shown by the plat of the subdivision.

Common Areas - The roadways known in the Subdivision as Whitehall Place and Belgrave Drive, the right-of-ways adjacent thereto and the roadway island adjacent to the junction of Whitehall Place and Belgrave Drive.

2 - PURPOSE: The purpose of this Declaration is to produce an orderly and desirable community and to protect and enhance property values in the Subdivision.

3 - THE ASSOCIATION: The owners of each lot in the Subdivision which is subject to this Declaration shall be a member of PRINCE'S GATE ASSOCIATION, INC., a Florida corporation not for profit (herein, "the Association"). All members shall be bound by the provisions of this Declaration and the Articles of Incorporation and the Bylaws of this Association as amended from time to time in the manner provided therein and as recorded in the Public Records of Sarasota County, Florida. Each member shall have one (1) vote in the Association for each lot owned in the Subdivision.

4 - RESIDENTIAL PURPOSES: No lot shall be used except solely and exclusively for single family residential purposes as provided by the zoning ordinances of Sarasota County, Florida.

5 - VEHICLES: No six wheel or larger trucks, boat trailers or motor homes shall be parked or housed on any lot for more than seven (7) days in any thirty (30) day period unless the same is screened from the view of other lots.

6 - NUISANCES: No activity shall be allowed upon any lot or common area that may be or become a nuisance or source of unreasonable annoyance to the Subdivision, as determined by the Association Board of Directors at its sole discretion.

7 - SPEED LIMITS: Vehicle speed limits shall be 10 miles per hour.

8 - ASSOCIATION ASSESSMENTS: Annual dues and special assessments shall be levied by the Association for maintenance of the Common Areas, enforcement of this Declaration for liability insurance of the Association and such other uses consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association. All members of the Association shall pay to the Association the assessments levied against their lots. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen (18%) percent per annum. The Association shall be entitled to recover all costs and reasonable attorney's fees incurred in seeking collection of an assessment from a member. The Association shall have a lien on each lot to secure the payment of all assessments and associated interest, costs and attorney's fees.

9 - TWENTY FOOT STRIP - NORTH SHORE OF CANAL: A twenty foot strip of land along the southerly line of the Mangroves Subdivision from the Prince's Gate Subdivision is part of the Mangroves Subdivision subject to the following deed restrictions for the benefit of this Subdivision.

a) Property shall not be filled, seawalled or bulkheaded and the natural vegetation thereon shall not be removed or altered in any manner except that debris, rubbish and the like which may from time to time appear thereon, may be removed in connection with reasonable maintenance or cleaning

operations. It is the intent hereof that except as may be otherwise required by governmental authority, said property be maintained in its natural state.

b) Except as provided in Subparagraph 9(a) of this Declaration, no improvement of any kind for any purpose may be constructed on said property, nor on any fill which may be placed within the boundaries of so much of said property as is presently wholly or partially submerged; provided, however, that drainage facilities, including culverts, tiling, etc., may be constructed upon, over or under so much of said lands as lie within Section 19, Township 37 South, Range 18 East.

c) The North boundary of this property shall be determined as the setback line from which improvements to be constructed on the lands of the Mangroves Subdivision abutting this property shall be located. It is the intent and purpose of this restriction that the captioned land shall not be taken into consideration in determining the setback line requirement of any subdivision or governmental zoning or building regulation for the purpose of construction improvements on such adjacent lands of the Mangroves Subdivision. Provided, however, this restriction shall not apply to so much of the captioned land as lies within Section 19, Township 37 South, Range 18 East.

d) Except as provided in Subparagraph 9(b) of this Declaration, no improvement of any kind for any purpose may be constructed on the property described in this Paragraph 9.

e) No improvements, including but not limited to docks, wharves, boat basins or boat launching ramps or equipment shall be maintained, placed or constructed upon this property or on any fill or accretions now or hereafter within its boundaries, whether this property is wholly or partly submerged. It is further the intent hereof that no such improvements extend into or obstruct in any way the waters of the "Canal" lying along the south boundary of said property. Nothing herein contained shall be construed to allow any artificial filling within the boundary of said property.

The foregoing provisions of this Paragraph 9 are incorporated in the Agreement of Sale dated June 13, 1974, of this twenty foot strip of land by Sarasota Bank and Trust Company, Trustee, to Becker-Stevens, Ltd., owners and developers of "The Mangroves" and appear as Exhibit B in said Agreement of Sale. Article D of said Agreement of Sale refers to Exhibit B and is quoted as follows:

"It is distinctly understood and agreed that the restrictions set forth above were and are imposed on said property by property owners in Prince's Gate Subdivision and the property owners of said Prince's Gate Subdivision have formed a non-profit corporation or association known as PRINCE'S GATE ASSOCIATION. This contract is further subject to the condition, which shall survive the closing hereof, that the property owners and/or PRINCE'S GATE ASSOCIATION shall have the right to enforce the restrictions shown on attached Exhibit B, as well as the other terms and conditions of this contract, and to further seek in any court of competent jurisdiction any appropriate remedy for violation thereof."

10 - The owners of each lot in the Subdivision subject to this Declaration shall provide a copy of this Declaration, and the Articles of Incorporation and Bylaws of the Association to any purchaser of the lot prior to closing. All owners of any such lot shall be bound by this Declaration and the Articles of Incorporation and Bylaws of the Association, whether or not a copy of those documents have been provided to them as herein required.

11 - COMPLIANCE: Every owner shall comply with these Restrictions as set forth herein.

12 - AMENDMENT: This Declaration may be amended by the written joinder and consent of the owners of all lots in the subdivision subject hereto.

The undersigned owners of parcels in Prince's Gate Subdivision do hereby join in and consent to the foregoing Declaration of Covenants and Restrictions, as covenants running with the land as to their parcels in the Subdivision and as to the Common Areas of the Subdivision.

April 17, 1997