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RESTATED AND COMPOSITE DECLARATION OF RESTRICTIONS
GATOR CREEK ESTATES, UNIT 1

Bowman
#386

THIS DOCUMENT effective January 2, 2002, constitutes a complete restatement of the composite Declaration of Restrictions (Covenants) for:

GATOR CREEK ESTATES, UNIT 1, as per plat thereof recorded in Plat Book 23, Pages 2 - 2C, Public Records of Sarasota County, Florida,

as the same are recorded in Official Records Book 1092, Page 159 and following; as amended by First Amendment recorded in Official Records Book 1095, Page 1440 and following; Second Amendment recorded in Official Records Book 1066, Page 110 and following; Third Amendment recorded in Official Records Book 1763, Page 927 and following; Fourth Amendment recorded in Official Records Book 2822, Page 327 and following; Fifth Amendment recorded as Instrument #1999107664; and Sixth Amendment recorded as Instrument #2001108667 in the Official Records of Sarasota County, Florida.

1. ASSOCIATION MEMBERSHIP. All owners of lots, other than Developer, shall maintain membership in good standing in GATOR CREEK ESTATES IMPROVEMENT ASSOCIATION, INC., a Florida non-profit corporation, hereinafter called the Association. (08/18/75)

2. USE. No lot shall be used for any purpose other than as a single-family residence except as otherwise specified herein; nor shall any lot be divided or resubdivided. (08/18/75)

3. CONSTRUCTION. No residence shall be constructed on any parcel of land containing less than five (5) acres. Residences shall have a ground floor area of not less than eighteen hundred (1,800) square feet, exclusive of porches, breezeways, carports and garages. In addition to the residence, attached or unattached stables, garages, carports, servants' quarters or a dwelling for gratuitous use by guests shall be permitted. In no event shall there be more than two (2) detached buildings (other than the residence) constructed on any lot. All structures shall be constructed of new materials and shall be of good quality and appearance and the exterior design shall harmonize with existing structures in the area. (08/18/75)

4. ELEVATIONS. Minimum building elevations have been established for all lots as reflected on engineering plans prepared by SMALLY, WELLFORD & NALVEN, INC., Consulting Engineers, on file with the Sarasota County Building Department. Finished floor elevations of all structures designed for human occupancy shall be at or above such minimums; and finished floor elevations of all other structures shall be at or above a point located two (2) feet below such minimums. Proposed floor elevations of all structures referenced to a benchmark within the subdivision shall be clearly indicated on all plans submitted to Developer

for approval. No elevation changes shall ever be made which will interfere with the drainage of adjoining properties. (08/18/75)

5. SETBACKS. No structure shall be erected within one hundred (100) feet of the center line of any street or road or within fifty (50) feet of any interior lot line of any lot; provided that Developer shall have the right to grant exceptions to said setbacks in respect of any lot, the topography of which is such as to render compliance with said setbacks unreasonable. Any application for exception shall be in writing and shall be accompanied by plans and specifications in respect of the structure. (08/18/75)

6. CONSTRUCTION PLANS. No construction of any structure shall be commenced until the plans and specifications therefor shall have been submitted to the Developer for approval and said approval has been given in writing. Approval or disapproval shall be granted promptly; and failure of Developer to notify the applicant of a decision within (30) days shall be deemed approval in writing. (08/18/75)

7. TEMPORARY STRUCTURES. No temporary dwellings, including trailers and mobile homes, shall be allowed on any lot except contractor's trailers with sanitary facilities during the reasonable period of construction of a dwelling, and in no event shall any person be allowed to occupy any such structure overnight. (08/18/75)

8. PROFESSIONAL OFFICES AND STUDIOS. Developer may authorize, in writing, professional persons and artists to maintain offices and studios in their residence; PROVIDED, that such authorization shall be predicated upon a showing that the same will not create undue traffic congestion nor disturb the aesthetic harmony of the area. (08/18/75)

9. ANIMALS. No animals other than horses, ponies, dogs, cats, and other household pets shall be raised, bred, or kept on any lot. No "commercial activity" shall be permitted in respect to any animals. (08/18/75)

10. NUISANCES. No activities shall be permitted and no conditions shall be created or allowed to exist which shall constitute a nuisance to the other residents of the subdivision. No weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on the premises and premises shall at all times be kept clear of trash, debris and waste which might constitute a health or fire hazard or which detract from the beauty and appearance of the area or be otherwise aesthetically objectionable.

All garbage and trash containers, outside of clotheslines, oil and bottled gas tanks must be concealed from the view of adjoining properties and streets and roads.

In the event that any owner of any lot shall fail to keep the premises in good order as aforesaid, Developer may, after giving reasonable notice to the owner, mailed to the address of the property, enter upon said property, clear trash and debris thereon, remove the refuse, and do whatever is reasonably necessary to put said lot in clean and proper order and appearance, and

shall make a reasonable charge to the owner for said service. Said charge shall constitute a lien against the property, which lien may be foreclosed without notice in accordance with the provisions of the law providing for mortgage foreclosures. No such re-entry on the parcel by Developer, its agents or contractors for purposes provided for herein, shall be deemed a trespass.

All vehicular traffic is restricted to designated driveways and paved roadways. No off road unlicensed vehicles (including dirt bikes, ATV's and motorcycles) are permitted to operate in and on the common areas of Gator Creek Estates, including bridle paths, utility easements, road and road shoulders.

The riding of horses is also restricted to designated bridle path easements and accesses to bridle path easements. (05/25/85)

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any unenclosed part of any lot. (07/18/01)

11. DRAINAGE AND UTILITY EASEMENTS. Easements along the front, rear and side lot lines are reserved for the purpose of accommodating surface drainage and underground or overhead utilities. Except as shown to the contrary on the recorded subdivision plat, said easements shall be ten (10) feet wide along each lot line and shall provide a total easement width of twenty (20) feet along contiguous lot lines.

Individual lot owners shall be responsible for insuring that driveway culverts or other culverts used for drainage are set to proper grade in order to insure positive drainage flow. Culverts shall be sized in accordance with the culvert plan of Gator Creek Estates, unit 1, Numbers E 1598-41 and E 1598-42, filed with the Sarasota county Engineering Department and prepared by SMALLY, WELLFORD AND NALVEN, INC. for FSS Corporation, dated May, 1975. The aforementioned culvert plan is also on record with GATOR CREEK IMPROVEMENT ASSOCIATION, INC. (05/25/85)

12. BRIDLE PATH EASEMENTS. Bridle path easements, twenty (20) feet in width, are reserved unto Developer as indicated on the recorded subdivision plat, as well as over the entire width of all private streets for the benefit of property owners of all units in Gator Creek Estates subdivision, whether presently or subsequently platted, pursuant to rules and regulations promulgated from time to time by the Association. (08/18/75)

13. PRIVATE STREETS AND ROADS. All streets and roads designated on the recorded subdivision plat as such are specifically reserved for the use of the property owners, their guests and invitees, of all units in Gator Creek Estates subdivision, whether presently or subsequently platted; PROVIDED, that use of Gator Creek Drive us also reserved to members and guests of GATOR CREEK GOLF CLUB, INC., its successors and assigns, for access. (08/18/75)

14. OBSTRUCTIONS. No obstructions shall be maintained or allowed, nor interruptions of use of any nature created or suffered to exist relative to any easement referred to herein or on the recorded subdivision plat. (08/18/75)

15. FENCES. Fences abutting any street in the subdivision shall be constructed of wood or manmade material which appears like wood. All horses and ponies must be restrained by fencing from trespassing; and

No fence will be more than forty-eight (48) inches above existing grade prior to construction, except within twenty (20) feet on either side of an entrance to a lot or parcel; and

All fences, except the perimeter of Gator Creek and along designated horse and equestrian trails, shall, as aforesaid, be of wood construction or manmade material which appears like wood, except that hog wire can be placed behind the wood or authorized manmade materials and decorative iron gates can be used at entrances to lots or parcels; and

The foregoing shall apply to all fences constructed after February 20, 1996. Existing fences prior to such date which do not comply with the existing regulations and restrictive covenants can be repaired and maintained; however, if the nonconforming fence shall be removed or destroyed by natural causes or otherwise, the replacement fence must conform to the foregoing. (02/20/96) and (08/06/99)

16. LAKES AND PONDS. Lakes and ponds may be constructed; PROVIDED, that construction, once commenced, shall be diligently prosecuted to completion and any excess dirt shall be leveled within thirty (30) days after completion. Use thereof shall be restricted to the owners of those lots within which the same lies, their guests and invitees, and all such persons shall be entitled to use of the entire body of water; PROVIDED, that no such use shall unreasonably interfere with use by other permitted users nor constitute a nuisance. (04/05/77)

17. MINING AND DRILLING. No mining, quarrying, nor drilling operations, other than water wells, shall be permitted. (08/18/75)

18. SIGNS. No sign of any kind shall be displayed to public view on any lot except as follows: (a) a sign displaying the name of the lot owner or the name of the estate; (b) a professional or studio sign; (c) during the course of construction on any lot, one builder identification sign, which shall be removed upon completion of such construction (d) a sign indicating that an open house is being held, which shall be removed following completion of the function; (e) a sign indicating that the property is protected by a security system, and (f) a sign advertising that the property is for sale. The color, format, nature, content and location of each permitted sign shall be in accordance with standards promulgated by the Board from time to time. (02/20/96)

19. VEHICULAR PARKING. No tractor trailers, trucks, campers, boat trailers, buses, mobile homes or other similar vehicles may be parked overnight on any street or road, nor

on any lot unless concealed from the view of adjoining properties and streets and roads. (08/18/75)

20. BOATS. No powerboat shall be operated in the subdivision waters or within the Cowpen Slough channel easement held by Sarasota County. (08/18/75)

21. DEVELOPER. The term "Developer" used herein shall be deemed to refer to the Board of Directors of GATOR CREEK ESTATES IMPROVEMENT ASSOCIATION, INC. (08/06/99)

22. BREACH. In the event of a breach of any of the covenants or restrictions contained herein, the Developer, the Association, or any person or persons owning real property in the subdivision shall have the right to take any action or prosecute any proceed provided for by law. (08/18/75)

23. INVALIDATION. In the event any of these covenants or restrictions are invalidated by a court of law, in part or whole, said judgment shall in no way affect any of the other provisions, which shall remain in full force and effect. (08/18/75)

24. AMENDMENT. Except for (1) the easements described in paragraph 13 which may be changed only with the written and recorded consent of the Developer, its successors and assigns, and (2) utility easements in favor of GATOR CREEK GOLF CLUB, INC., its successors and assigns, as recited on the recorded subdivision plat, which may be changed only with the written and recorded consent of grantee, its successors and assigns, these covenants and restrictions may be revoked or amended at any time after January 1, 1985, (or at any earlier time, with the consent of the undersigned, its successors and assigns) by the owners of record of seventy-five percent (75%) or more of the lots in all units of Gator Creek Estates, whether presently or subsequently platted. (08/18/75)

25. SEWAGE DISPOSAL. Sewage shall be discharged only into a properly designed septic tank or private sewage or package treatment plant conforming strictly with rules and regulations of all governmental agencies having jurisdiction of such matters. If a franchised or public sewage system shall become available, each lot owner shall connect thereto and discharge all sewage into such system and use of septic tanks or private sewage systems shall terminate forthwith. (10/21/75)

26. ASSESSMENTS. The Board of Directors of GATOR CREEK ESTATES IMPROVEMENT ASSOCIATION, INC., shall annually assess dues, which are maintenance assessments, equally to the owner(s) of each parcel in the recorded plat. The annual assessment will be due and payable on or before January 1st of each year. The Board of Directors, unless prohibited by the governing documents, may provide for the annual assessment to be in installments. The annual assessment shall be delinquent if not fully paid one month following the due date or one month from mailing of the notice of assessment to all owners of record, whichever is later. If payment is not made by the delinquency date, the assessment will be deemed delinquent. Special assessments shall be due and payable on the date stated as the due

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date in the notice of special assessment mailed to all owners of record, and if not paid within one month following such stated due date, will be deemed delinquent.

All assessments, together with interest at the rate of twelve percent (12%) per annum as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees related to enforcement and collection, shall be a charge on the land to which they pertain and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such lot at the time the assessment arises, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable up to the time of conveyance, except any first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage shall not be liable for unpaid assessments which accrued prior to such acquisition of title.

The obligation to pay assessments is a separate and independent covenant on the part of each owner. Each owner of any lot, by acceptance of a deed or recorded contract of sale therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the assessments. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or preformed by the Association or Board under the Declaration or By-Laws or Rules and Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. (08/06/99)

27. LIENS. In order to provide an additional means to enforce the collection of any assessment charged to the owner of any lot, the Association shall have a lien against each lot being the subject of the assessment, together with all improvements thereon, as follows:

(a) Lien. The lien of every such assessment shall attach to and become a charge on each lot, and all improvements thereon, on the due date of each assessment, and interest on the amount of the assessment at the rate of twelve percent (12%) per annum shall accrue beginning on the date of delinquency as herein provided.

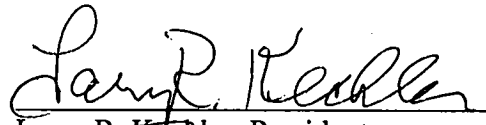
(b) Claim of Lien. In the event any such assessment is not paid within one month after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by the Association by foreclosure suit as may be permitted by law. In the event the Association files a Claim of Lien against any lot, the Association shall be entitled to recover from the owner of such lot the aforesaid interest and all costs, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (including those incurred for appellate proceedings) incurred in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

(c) First Mortgagee's Rights. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a Claim of Lien. The sale or transfer of a lot pursuant to the foreclosure of such a prior recorded mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer and such payments shall be collectible from the owners of all lots in the same manner as any other assessment. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. (08/06/99)

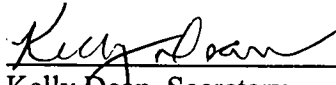
28. ENFORCEMENT. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Restrictions or other governing documents by self-help or by suit at law or in equity. In any such legal action, to the maximum extent permissible, the owner or occupant responsible for the violation shall pay all costs, including reasonable attorneys' fees actually incurred. (08/06/99)

NOTE: Dates at end of paragraphs refer to effective date of provision.

- 08/18/75 = original restrictions
- 10/21/75 = first amendment
- 04/05/77 = second amendment
- 05/25/85 = third amendment
- 02/20/96 = fourth amendment
- 08/06/99 = fifth amendment
- 07/18/01 = sixth amendment

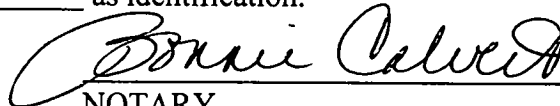

Larry R. Keckler, President

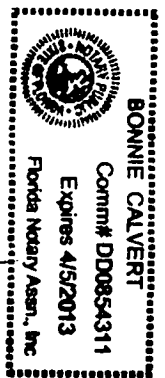
Attestation:


Kelly Dean, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

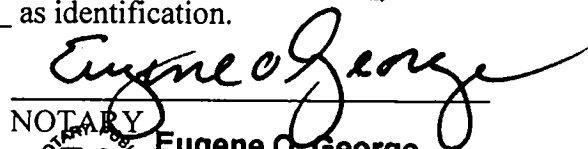
Acknowledged before me this 18th day of March, 2009 by Larry R. Keckler as President of Gator Creek Estates Improvement Association, Inc., who is personally known to me or who produced _____ as identification.


NOTARY



STATE OF FLORIDA
COUNTY OF SARASOTA

Acknowledged before me this 23^d day of March, 2009 by Kelly Dean as Secretary of Gator Creek Estates Improvement Association, Inc., who is personally known to me or who produced _____ as identification.


NOTARY
