

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINE RIDGE SUB DIVISION (Section 1),
COLLIER COUNTY, FLORIDA

This Indenture, made this 24th day of February, 1954, by the Collier Development Corporation (herein after called the corporation), a Florida corporation, organized and existing under the laws of the State of Florida, having title to a tract of ground described as follows:

All that portion of Section 10, Township 49 South, Range 25 East, lying westerly from the Atlantic Coast Line Railroad Right-of-Way excepting therefrom all existing rights-of-way for public roads.

WHEREAS, the corporation owns a tract of land in the County of Collier, State of Florida, as more fully described above, which it is causing to be platted into blocks and lots, said plat to be recorded simultaneously herewith, but subject to provisions of this Indenture as fully as if now recorded; Said Flat to be filed in the office of the Clerk of the Circuit Court of Collier County, Florida in Plat Book 3 on page 24.

WHEREAS, the corporation intends to develop and improve said tract of land and open up and lay out streets, shown on said plat and offer for sale lots and other parts of land included in said tract and is desirous of subjecting all said tract of land and lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

NOW, THEREFORE, THIS INDENTURE WITNESS, that the corporation does hereby impose and charge lots, blocks or parcels of said plat with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, lying and being situated in Collier County, Florida, and being marked and designated on said plat of PINE RIDGE SUBDIVISION excepting, however, from this Indenture all streets and roads shown on said plat of PINE RIDGE SUBDIVISION.

I

LAND USE AND BUILDING TYPES

(a) Residential Area. Lots 1 - 13, inclusive, Block A, all Blocks B, C, D, E, F and G. No lot except in the area designated as commercial or agricultural on the

recorded plat shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot of other than the following: (1) One detached single-family dwelling not to exceed two stories in height, one single story private garage or car port for not more than three cars; one single story guest house not larger than fifty percent (50%) of the living area of the main dwelling.

(b) Commercial Area. Lots 14 through 33 inclusive, Block A. No structure or use shall be erected or maintained on any area designated as commercial area on a recorded plat except to house one or more of the following retail establishments:

- (1) Motel, (1-A) Hotel,
- (2) Restaurant,
- (3) Food Market,
- (4) Drug and Sundries Stores,
- (5) Professional Offices,
- (6) Real Estate Offices,
- (7) Service Stations,
- (8) Personal Service Shop, (such as barber shops, beauty parlors, shoe repair, cleaning pick up stations, etc.),
- (9) Multi-family, Apartments,
- (10) Single Family Residence (meeting all requirements for residential uses and structures hereinafter set forth).

Plans for structures, uses and locations shall be approved by the Architectural Control Committee for the abutting residential development. The structure or structures shall not exceed two stories or 35 feet in height, except cupolas and towers. All buildings and construction, wiring and plumbing are to comply with the Southern Building Code. No retail business establishment shall have any display window or advertising sign on any side or rear wall facing or abutting property used for residential purpose, unless separated from such residential property by a functional screen; any advertising sign shall be affixed to the structure and not to exceed or overhang therefrom; no retail business structure shall be located nearer than fifty feet (50) from any streets; and where commercial areas abut residential areas, no building shall be located nearer than 30 feet to the side lot line. Not less accessible off street parking space than the equivalent of three times the total floor area of the structure or structures, except motels or hotels shall be provided. One accessible off-street parking space shall be provided for each guest room in a hotel or motel. Sanitary refuse, storage and collection facilities shall be provided and properly screened from public view.

(c) Agricultural Area. All Blocks I and H. No structure or uses shall be erected or maintained on any area designated as agricultural area on the recorded plat of PINE RIDGE SUBDIVISION except the following;

(1) Single family residence (meeting all requirements for residential uses and structures

set forth hereinabove in these covenants and restrictions).

(2) Riding stable (where not more than sixteen (16) horses are kept for hire and provided

the premises are kept clean and sanitary at all times).

(3) Battery chicken farms (where no chickens are permitted to be kept in outdoors pens).

(4) General agricultural uses (provided no pigs, swine or more than two goats are

kept on the premises at any time).

No riding stable, chicken battery or any structure to house any farm animals shall be located closer than 250 feet to the front street -right-of way line or closer than 50 feet to any property line (except adjacent to the railroad right-of-way) or closer than 150 feet to any residential structure. No barn or shed for the storage of equipment or farm products may be located closer than 100 feet from the front street right-of-way line or closer than, 30 feet to any other property line.

II

ARCHITECTURAL CONTROL

No building of any kind or for any purpose or use shall be erected, placed or altered on any residential lot or in any commercial or agricultural area until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Refusal or approval of plans and specifications by the Architectural Control Committee may be based on any grounds including purely aesthetic grounds. No fence or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

(a) The Architectural Control Committee is composed of Norman A. Herren, W. H. Turner and George G. Huntoon. A majority of the committee may designate a representative of the committee to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor his designated representative shall be entitled to any compensation for services performed pursuant hereto. At any time, the then recorded owners of a majority of the lots in

this entire subdivision shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) The committee's approval or disapproval, as required by this Indenture, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, deemed to have been fully complied with.

III

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$6,000 or guest house at a cost of less than \$2,500.00 based upon cost levels prevailing on the date of these covenants are recorded, it is being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story porches, car ports and garages, shall be not less than 650 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story. The ground floor area of a guesthouse shall not be less than 250 square feet or more than 50% of the living area of the main dwelling. All buildings and construction, wiring and plumbing are to comply with the Southern Builders Code.

IV

BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line as shown on the recorded plat of PINE RIDGE SUB DIVISION. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 20 feet to an interior lot line. No building shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open uncovered terraces shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

V

LOT, AREA AND WIDTH

No single-family dwelling shall be erected or placed on any lot having a width of less than 140 feet at the building line nor shall any single-family dwelling be erected or placed on any lot having an area of less than one acre.

VI NUISANCES

No obnoxious or offensive activities shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

Nothing shall be done and no condition shall be allowed to continue, which may be or become a nuisance. All vacant lots shall be kept free of accumulation of brush, trash or other materials which may constitute a fire hazard or a breeding place for rats or snakes and after thirty days notice to the owner, the corporation reserves the right of entry on vacant lots for the purpose of clearing away any such accumulation, assessing the cost thereof against the owner.

VII TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings can be used on any lot at any time as a residence either temporarily or permanently. The construction of a guest home prior to the construction of a main building is expressly prohibited.

VIII SIGNS

No signs of any kind shall be displayed in public view on any residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

IX OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, including the removal of top soil, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations nor shafts be permitted upon or in any lot. No dirt or other structure designed for use of boring oil or natural gas shall be erected, maintained nor permitted upon any lot. Nothing herein shall be construed as prohibiting the drilling of a well for irrigation or drinking water.

X LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot designed as residential or commercial, except that of dogs, cats or other household pets provided they are not kept, bred or maintained for any commercial purpose.

XI

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

XII

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Collier County and /or State Health Department. Approval of such system as installed shall be obtained from such authorities.

XIII

WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the Florida State Health Department. Approval of such system as installed shall be obtained from such authorities.

XIV

SITES, SITE DISTANCE AT INTERSECTIONS

No fence, wall, sign, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the road-way 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 case of a rounded property corner from the intersection of the street property lines extended. The same site line limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

XV

PROPERTY ABUTTING LAKE

Any lot, commercial or residential, which is bounded on any side by a lake will be subject to the following provisions:

1. The owner of each lot will become a part owner of the lake to the extent of his property
2. The owner of said lake property will form an association for the common maintenance and protection of their common interests in the lake.

(a) This association may impose upon itself certain rules and regulations so long as said regulations are not in conflict with the provisions of this or any other instrument or covenant on the land.

(b) This association may, upon approval of two-thirds majority, assess its members to maintain the lake.

3. It is expressly understood that each owner of property adjoining a lake will have a perpetual easement over the entire water area of the lake for the purpose of boating and fishing.

4. It is also understood that no property owner will do anything or permit any thing to be done on his property or on the lake which would make it less attractive and the following things are expressly prohibited:

(a) Dumping of trash.

(b) Drainage of other than the natural run-off of storm water.

(c) The erection of any building or structures over the water except a small dock, not to exceed three feet in width and twenty feet in length, but may include a platform, not to exceed one hundred square feet. In no case shall there be any projection of more than thirty feet into the water.

XVI TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants or from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots so recorded, agreeing to change said covenants in whole or in part.

XVII ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

XVIII SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Collier Development Corporation has caused these presents to be signed by Barron Collier, Jr., its Vice-president and its corporate seal to be hereto attached, attested by Norman A. Herren, its Secretary
COLLIER DEVELOPMENT CORPORATION

By /S/ Barron Collier Jr.

Attested: By /S/ Norman A. Herren, Secretary
(Corporate Seal) STATE OF FLORIDA (COUNTY OF COLLIER)

I HEREBY CERTIFY, That on this 24th day of February, A.D. 1954 appeared Barron Collier. Jr. and Norman A. Herren respectively Vice-President and Secretary of COLLIER DEVELOPMENT CORPORATION, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing covenants and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation

WITNESS my signature and official seal at Everglades in the County of Collier and the State of Florida, the day and year last aforesaid.

Bonnie .C. Moore, Notary Public, State of Florida at Large
My commission expires: January 20, 1956

As filed in Deed Book 34, Pages 207 through 217 inclusive, of the Collier County Records.