

AS RECORDED IN OFFICIAL RECORDS BOOK 409 PAGE 540
OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINE RIDGE SECOND EXTENSION
A SUBDIVISION IN COLLIER COUNTY, FLORIDA

This Indenture, made this 6th day of August, 1971, by COLLIER DEVELOPMENT CORPORATION (hereinafter called the Corporation), a Florida corporation, organized and existing under the laws of the State of Florida; WHEREAS, said Corporation, the owner of a parcel of land in the County of Collier, State of Florida, which it has caused to be platted into Tracts, Blocks and Lots and which said Plat of Pine Ridge Second Extension is recorded, but subject to the provisions of this Indenture as fully as if then recorded; said Flat is filed in the Office of the Clerk of the Circuit Court of Collier County, Florida, in Flat Book 10 at page 86.

WHEREAS, the Corporation intends to develop and improve said land and open up and lay out streets and alleys as shown on said Flat and offer for sale lots and other tracts of land included in said Subdivision and is desirous of subjecting all of the Single Family Residential, Commercial and Multi-Family Residential Areas of said subdivision to certain covenants, agreements, easements, restrictions, conditions and charges.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Corporation does hereby impose the following covenants, agreements, easements, restrictions, conditions and charges.

I

SINGLE FAMILY RESIDENTIAL AREA

The following described land shall constitute the Single Family Residential Area:
all of Blocks 1, 2,3,4,5,6,7 and 8 of Pine Ridge Second Extension.

I(a)

LAND USE AND BUILDING TYPES

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
 - a. One single-family dwelling not to exceed two stories in height.
 - b. One detached single story private garage, to accommodate no more than four cars.
 - c. One detached single story guest house.

I (b)

ARCHITECTURAL CONTROL

No building of any kind or for any purpose or use shall be erected, placed or altered on any residential lot unless, and/or until the construction plans and specifications and a plot plan showing the location of the structure on any lot 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 those purely aesthetic. No fence or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, but in no event shall such setback be less than required by the County Zoning.

I (c)

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$12,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intent 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 dates these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of a single story dwelling, exclusive of porches, carports and garages, shall be not less than 1200 square feet. All buildings and construction, wiring and plumbing, shall comply with the Southern Standard Building Code, as amended by the Collier County Commissioners.

I (d)

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 setback line as shown on the recorded plat of Pine Ridge Second Extension. In any event, no building shall be located on any lot nearer than 40 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 any interior lot line. No building shall be located on any lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, a building is construed to include eaves, steps and uncovered terraces.

I (e)

LOT AREA AND WIDTH

No single family dwelling shall be erected or placed on any lot having an average 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.

I (f)

NUISANCES

No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

Nothing shall be done, and no condition shall be allowed to continue, which may be or may become a nuisance. All lots shall be kept free from any accumulation of brush, trash or other materials which may constitute a fire hazard or a breeding place for vermin or reptiles. In the event the hereinbefore recited nuisances (as to accumulation of brush, trash or other materials), do not violate or are not governed by any local ordinance or ordinances, then, after thirty days written notice to the owner of record, the Corporation reserves the right of entry on vacant lots only for the purpose of clearing away any such accumulation as herein set forth. The Corporation shall then notify the owner of record of the charges and the same shall be due within 30 days after mailing of the notice of charges. Sums not paid after the 30 days notice of charges shall bear interest at the rate of 10% from the date when due until paid. All payments shall be first applied to interest.

If the charges are not paid within the 30 days after notice, the corporation may prepare and file a claim of lien, which lien shall secure the charges, costs, interest and a reasonable attorney's fee for enforcement of the lien.

All vehicles, where not in daily use or in an inoperable condition, are required to be housed in a garage, carport or such other building as meets the requirements of County Zoning and/or the restrictive covenants as set forth herein.

I (g)

TEMPORARY STRUCTURES

No structure of a temporary character, such as trailer, camper, basement, tent, shack or garage shall be used on any lot at any time as a residence.

I (h)

SIGNS

No signs of any kind shall be displayed in public view on any residential lot except one "For Rent" or "For Sale" sign not to exceed six square feet in size.

I (i)

OIL AND MINING 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 excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in the drilling for oil or natural gas shall be erected, maintained, or permitted upon any lot. Nothing herein shall be construed as pertaining to the drilling of a well for irrigation or drinking water.

I (j)

ANIMALS, LIVESTOCK AND POULTRY

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

I (k)

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, and such containers must be enclosed in such a manner as to not be seen from any road or adjoining residence. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

I (l)

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 Florida State Health Department. Approval of such system as installed shall be obtained from such authorities.

I (m)

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 said authority.

I (n)
UTILITIES

All utilities such as television cable, telephone, or electric lines, are to be connected under ground from the source to the house connection.

I (o)
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, sign, hedge or shrub planting which obstructs sight lines at elevations between three and eight feet above the roadway 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 forty 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 sight 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 any intersection unless the foliage line is maintained at the same height as stated above to prevent obstruction to such sight lines.

I (p)
PROPERTY ABUTTING LAKE

1. No lakefront lot may be increased in size by filling in the waters on which it abuts. However, this restriction will not apply where any lot area has been decreased by erosion caused by water action, in which event a lot may be filled only to its original boundary upon presentation and approval of an application to the Architectural Control Committee accompanied by two (2) copies of a survey prepared by a licensed Florida Land Surveyor showing the area to be filled.
2. Any lot which is bounded on any side by a lake will be subject to the following provisions:
 - A. The owner of each lot will become a part owner of the lake to the extent of his property.
 - B. The owners of said lake property may 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 a two-thirds majority, assess its members to maintain the lake.

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

D. It is also understood that no property owner will do any thing or permit anything to be done on his property or on the lake which would make it less attractive, and the following acts 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 thirty 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 twenty feet into the water from the shoreline at grade level of lot.

E. The use of any water craft propelled by an internal combustion engine is expressly prohibited.

II

COMMERCIAL AREA

The area designated as Commercial is Tract "A" of Pine Ridge Second Extension, as recorded in Plat Book 10, Page 86, of the Public Records of Collier County, Florida.

II (a)

USAGE

No building or structure, or any part thereof, shall be erected, altered or used, in whole or in part, for other than the following:

1. Transient lodging facilities with a minimum of 20 dwelling units.
2. Schools and colleges.
3. Restaurants - excluding drive-ins.
4. Cocktail lounges and retail package sales of liquor and other beverages.
5. Retail shops and stores. Retail shops and stores may include incidental processing and repair activities, provided they are accessory and subordinate to the retail sales use, and provided that all storage, processing and repair of merchandise occurs within the principal building.
6. Financial institutions.
7. Professional, business, financial, utilities offices and services.
8. Medical offices and clinics - for humans.
9. Art and photographic studios and galleries.
10. Private clubs.
11. Barber and beauty shops.

12. Shoe repair shops.
13. Laundry and dry cleaning pickup establishments and self-service laundries.
14. Retail bakeries.
15. Motion picture theatres and live theatres, excluding drive-ins.
16. Tailoring, millinery, garment alteration and repair.
17. Commercial and private parking lots and parking garages.
18. Museums.
19. Amusement or recreational uses, including bowling alleys and pool and billiard parlors.
20. Gasoline service stations which are not engaged in mechanical repair work.
- 21.. Printing and publishing.
22. Transportation, communication and utilities businesses.
23. Churches, and other places of worship and/or fraternal organizations.

II (b)
SET- BACKS

All set-backs (front, side, and rear) shall comply with the then current Collier County Zoning Regulations.

II (c)
ARCHITECTURAL CONTROL

No building or structure of any kind or for any purpose or use shall be erected, placed or altered in the Commercial Area until and unless two (2) copies of the plans, specifications and location of such structure or structures, together with paved and lined parking area on a specific portion or portions of the Commercial Area (prepared by a licensed and practicing architect) have been submitted to and approved by the Architectural Control Committee, as to workmanship, materials, harmony of exterior design with existing structures or structures in the planning stage, together with location with respect to topography and finished grade elevation. Refusal or approval of such plans and specifications by Architectural Control Committee may be based on any grounds, including purely aesthetic.

II (d)
PARKING AREAS

All parking areas submitted as required under Item II (c) must provide for the free flow of traffic and in no manner block access to and from adjacent parking areas. Such areas shall be kept in a neat and clean condition at all times, and any and all landscaping must be adequately watered and maintained, at the respective owner's expense.

II (e)
SIGNS

Any structure erected in the Commercial Area shall have no display or advertising sign on any roof, side or rear wall. Any exterior sign, denoting the type of business or the name of the corporation or business, shall be affixed to the front of any such structure and will in no event be erected so as to extend beyond the top or side of such structure. Limited lettering on the rear of any structure, for identification purposes only, may be permitted, but only with the prior approval in writing by the Architectural Control Committee. The design for all exterior signs must be submitted to and be approved by the Architectural Control Committee and may be refused on any grounds, including purely aesthetic.

II (f)
UTILITIES

All utilities such as electricity, telephone or TV cable shall be underground from the source of supply to the individual building connection.

II (g)
SEWAGE DISPOSAL

At the time of submission of plans for any structure to be erected on a portion of the Commercial Area, there must also be included the design and location of the sewage system and such design and location must be constructed and located in accordance with the requirements, standards and recommendations of Collier County and/or the Florida State Health Department. Approval of such a system as installed shall be obtained from such authorities.

11(h)
WATER SUPPLY

Any and all water supply systems shall be submitted in the same manner and with the same requirement as set forth in item II (g) above.

II (i)
BUILDING PERMITS

In addition to the requirements as set forth herein (prior to the issuance of a building permit by the Collier County Building and Zoning Department) all other regulations and/or requirements established by said Building and Zoning Department with respect to any item not specifically covered herein, must be met.

III

MULTI-FAMILY RESIDENTIAL AREA

The area designated as Multi-Family Residential Area is Tract “B” of Pine Ridge Second Extension as Recorded in Plat Book 10, Page 86, of the Public Records of Collier County, Florida.

111(a)

USAGE

This Area will be used in accordance with the Collier County Zoning Regulations as apply to the area as zoned.

IV

ADMENDMENTS TO RESTRICTIVE COVENANTS

The Corporation hereby reserves unto itself, its successors and/or assigns, until such time as one-half of the land platted in each of the areas (Single Family, Residential, Commercial and Multi-Family Residential) of Pine Ridge Second Extension have been sold, the right to place of record, at any time, additional covenants and/ or restrictions to augment, delete, modify, amend, or reasonably upgrade or downgrade any Restrictions or Covenants set forth herein.

V

IMPLIMENTATION OF RESTRICTIVE COVENANTS

It is to be understood that it is the intention that the Restrictions as hereinbefore set forth for each of the respective areas, namely Single Family Residential, Commercial, and Multi-Family Residential, are in no manner to be considered integrated but that each area (as designated) shall be considered separate and apart from the other. In addition, the “Architectural Control Committee”, “Term “, Enforcement” and “Severability” clauses shall apply individually to each of the three (3) Areas,

VI

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee* is composed of Norman A. Herren, George G. Huntoon and Thomas O. Payne. 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 its designated representative shall be entitled to any compensation for services

performed pursuant thereto. At any time, the then owners
of xxxxxxxxxxxxxxxxxxxxxxxxx

Current Members are: Steve Brisson, chairman, Tom Peek and Cliff Schneider record of a majority of the lots in the Single Family Residential Area, or Parcels in the Commercial Area or the Multi Family Residential Area 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.

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 instituted prior to the completion thereof, these covenants shall be deemed to have been fully complied with.

V 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 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 in the Single Family Residential Area or portions of the Commercial and/or Multi-Family Residential Areas, be recorded agreeing to change said Covenants in whole or in part.

V ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the Covenants and/or Restrictions contained herein, either to restrain violation or to recover damages. In the event of any litigation, the prevailing party shall be entitled to court costs and reasonable attorney's fees.

For clarification and/or explanation of the foregoing Covenants and Restrictions as to recourse or cause of action to be taken, a property owner should initiate any query through the Collier County Building and Zoning Department.

VIII SEVERABILITY

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the remaining provisions which shall continue in full, force and effect.

IN WITNESS WHEREOF, the said COLLIER DEVELOPMENT has caused these presents to be signed by Norman A. Herren, its Executive Vice President, and its corporate seal to be hereto attached, attested by J. J. Gormican, its Secretary.

WITNESSES:
CORPORATION

COLLIER DEVELOPMENT

(signed) George G. Huntoon

By: (signed) Norman A. Heren
Norman A. Herren,

Executive Vice President

(signed) Thomas O. Payne
Gorican

ATTESTED: By: (signed) J. J.

STATE OF FLORIDA, COUNTY OF COLLIER

I HEREBY CERTIFY, That on this 6 th day of August A. D. 1971, before me personally appeared Norman A. Herren and J. J. Gormican, respectively Executive 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, the said conveyance is the act and deed of said corporation.

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

(signed) Louise C. Dinkins, Notary Public, State of Florida at Large

My commission expires July 24. 1974, Bonded by Transamerica Insurance Co.