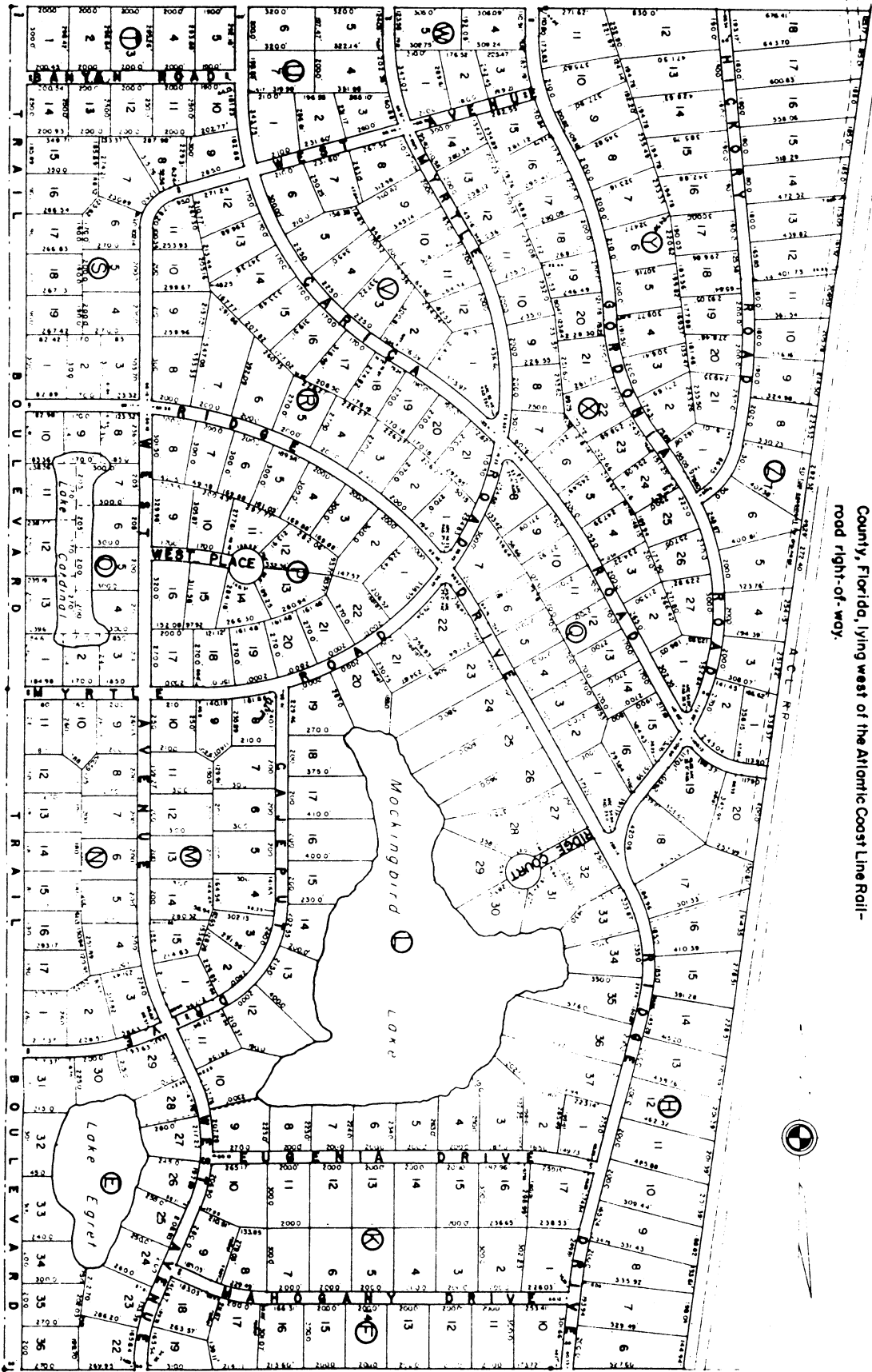


PINE RIDGE EXTENSION

Being a subdivision of all that part of Section 3, Township
 49 South, Range 25 East, Tallahassee Meridian, Collier
 County, Florida, lying west of the Atlantic Coast Line Rail-
 road right-of-way.



RESERVATIONS

To provide adequate access for public utilities an easement of fifteen (15) feet along the front lines of all lots is reserved for the installation of poles, anchors and overhead lines, with the stipulation that no pole or guy-wire is to be located on any lot line or property line or closer than two (2) feet thereto.

For the purpose of drainage, the following strips of land are reserved for maintenance of storm sewers, therein constructed:

- 50 feet in width parallel to the southerly line of Lot 28 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 30 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 31 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 32 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 33 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 34 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 35 Block E, as shown on plat
- 50 feet in width parallel to the southerly line of Lot 36 Block E, as shown on plat

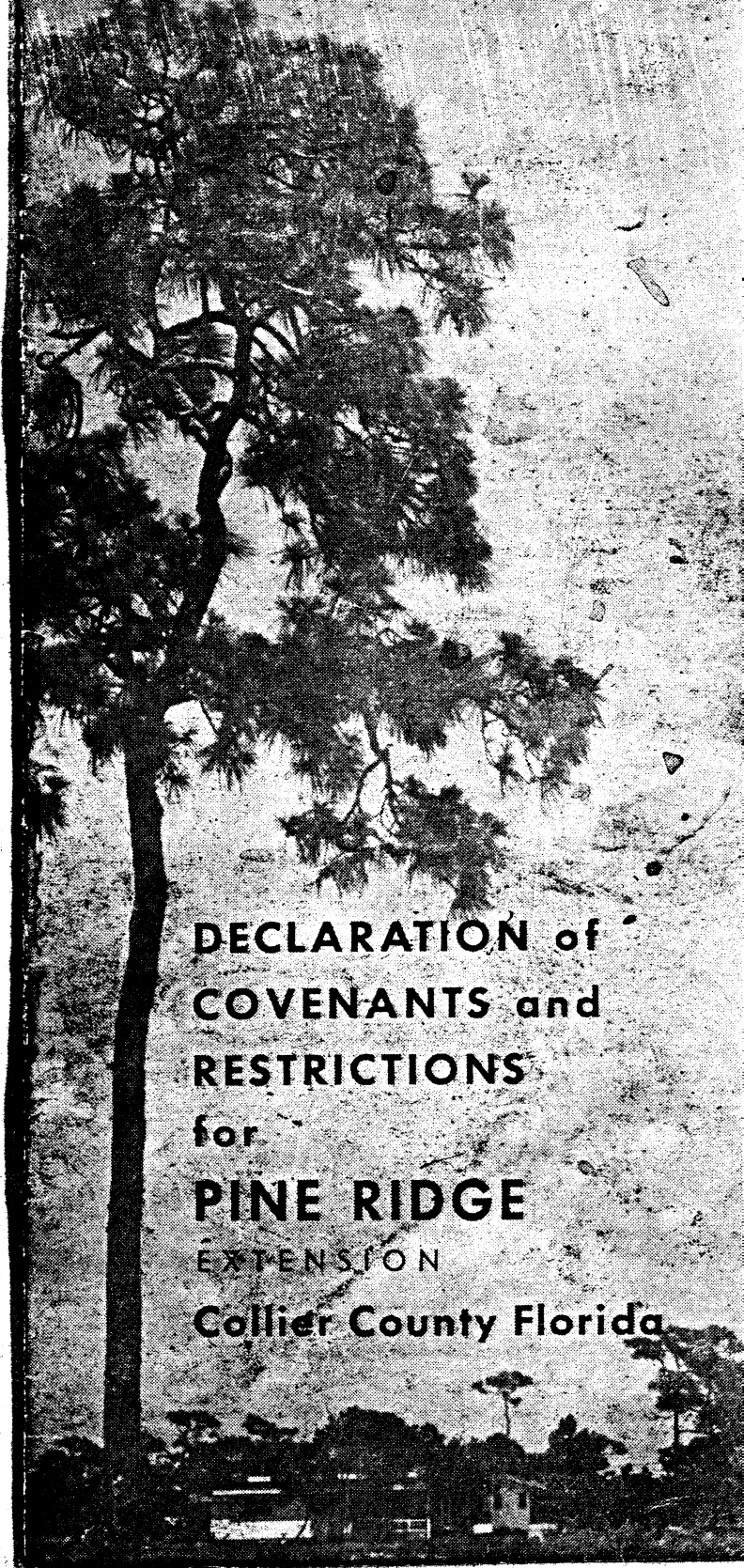
Scale — 1 in. = 300 ft

LEGEND

- Section Corner and Quarter Section Corner Monuments
- Permanent Reference Monuments

NOTE: For angles and curve datum see detail sheets

It is the intention that all lots abutting on Mockingbird Lake or Block L and on Lake Egri or Block E, have all riparian rights therein of which the above Collier Development Corporation is seized.



**DECLARATION of
COVENANTS and
RESTRICTIONS
for
PINE RIDGE
EXTENSION
Collier County Florida**

Declaration of Covenants and Restrictions for Pine Ridge Extension of Collier County, Florida

This indenture, made this 28th day of January, 1957, by the Collier Development Corporation (hereinafter 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 3, 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 Plat to be filed in the office of the Clerk of the Circuit Court of Collier County, Florida in Plat Book 3 on page 51.

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 EXTENSION excepting, however, from this Indenture all streets and roads shown on said plat of PINE RIDGE EXTENSION.

I Land Use and Building Types

(a) Residential Area. All Blocks, E, F, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y. No lot except in the area designated as 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 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 no larger than fifty per cent (50%) of the living area of the main dwelling.

(b) Agricultural Area. All Blocks H and Z. No structure or uses shall be erected or maintained on any area designated as agricultural area on the recorded plat of PINE RIDGE EXTENSION except the following: (1) Single family residence (meeting all requirements for residential uses and structures set forth 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) General agricultural uses (provided no pigs, swine or more than two goats nor more than 25 fowl are kept on the premises at any time). (4) Botanical nursery.

No riding stable, 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 (except adjacent to the railroad right-of-way.)

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 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 these covenants shall be 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 \$8,000 or guest house at a cost of less than \$4,000.00 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 date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main dwelling, exclusive of porches, carports and garages, shall be not less than 800 square feet. The ground floor area of a guest house, exclusive

of porches, carports and garages, shall not be less than 400 square feet nor more than 50% of the total 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 EXTENSION. 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 a building is to be construed as including eaves, steps and uncovered terraces.

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 except for lots 12 and 13, Block P, as shown on the original plat and which lot width at building line shall be a minimum for the above listed lots; 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 out buildings shall be used on any lot at any time as a residence either temporarily or permanently. The construction of a guest house prior to the construction of a main dwelling 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 for sale or rent, or signs used by a builder to advertise property during the construction and sales period, (except that signs not exceeding 24 inches in length and 12 inches in height shall be permitted to indicate the name and/or address of the owner).

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 derrick 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 designated as residential except 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 or 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 Florida 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

Sight 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 sitē 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 anything 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 storm water.
 - (c) The erection of any building or structure 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 thirty feet into the water from the shore line at grade level of lot.

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 be 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 effect 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:

(s) Norman A. Herren
Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY, That on this 28th day of January, A.D. 1957, before me personally 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, the said con-

veyance 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.

Mrs. Bonnie C. Moore
Notary Public, State of
Florida at Large.
My commission expires:
January 20, 1960

As filed in Official Record Book 2, Page 427,
of the Collier County Records.

MODIFICATION OF COVENANTS AND RESTRICTIONS FOR PINE RIDGE EXTENSION

WHEREAS, Collier Development Corporation, a corporation existing under the laws of the state of Florida, has heretofore subdivided certain land into a subdivision known as Pine Ridge Extension as per plat thereof recorded in plat book 3, page 51, Public Records of Collier County, Florida, and

WHEREAS, on the 28th day of January, 1957, Collier Development Corporation filed certain covenants and restrictions for said Pine Ridge Subdivision in Official Record Book 2, page 427, of the Public Records of Collier County, Florida, and

WHEREAS, it appears since the filing of the aforesaid covenants and restrictions that it would be in the best interest of the development of said subdivision to allow the construction of churches and other affiliated uses, on said property designated as Block "O" of said Pine Ridge Extension, and that since no property has been sold in said Block "O" and the Collier Development Corporation is the sole owner thereof, the said Collier Development Corporation now desires by this Indenture to modify and amend said covenants and restrictions to allow said Block "O" to be used for churches and other affiliated purposes:

NOW, THEREFORE, Collier Development Corporation, the sole owner of Block "O", Pine Ridge Extension, as recorded in plat book 3, page 51, Public Records of Collier County, Florida, does hereby consent to and does hereby modify and amend said Declaration of Covenants and Restrictions for Pine Ridge Extension as filed and recorded in Official Record Book 2, page 427, Public Records of Collier County, Florida, to allow the use of said Block "O" for churches and affiliated uses in the same manner as though said use was authorized, in the original said Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the said Collier Development Corporation has caused this Indenture to be signed by Norman A. Herren, its Vice-President and its corporate seal to be attached, attested by J. J. Gormican, its Secretary.

COLLIER DEVELOPMENT CORPORATION

Attested:
J. J. Gormican
Secretary

By: Norman A. Herren
Vice-President
STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY, That on this 21 day of June A.D. 1960, before me personally appeared Norman A. Herren and J. J. Gormican 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, 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

As filed in official Record Book 66, Page 318 of the
Collier County Records.

AMENDMENT TO DEED OF RESTRICTIONS
FOR
PINE RIDGE EXTENSION

This Amendment shall take effect upon recordation in the Public Records of Collier County, Florida.

WHEREAS, the real property within that certain subdivision known as Pine Ridge Extension was made subject to certain restrictions recorded on February 1, 1957 in OR Book 27, pages 427 through 436, Public Records of Collier County, Florida, and

WHEREAS, said Restrictions provided that said Restrictions would be binding upon all parties unless an instrument signed by a majority of the then-owners agreed to change said Restrictions in whole or in part, and

WHEREAS, the undersigned are owners of property made subject to the above-described Restrictions, and such owners are desirous of amending said Restrictions to make it clear that:

- a. any subdivision of platted lots is prohibited, and
- b. the only buildings permitted upon each platted residential lot are one (1) single family dwelling, one (1) garage or carport and one (1) guesthouse, and
- c. to provide definitions of such terms.

NOW, THEREFORE, the undersigned majority of owners within the above-described subdivision do hereby amend the above-described Restrictions in the following respects:

1. The following Paragraph XIX is added:

XIX

The further sub-dividing of any "platted lot" is prohibited. The term "platted lot" means the property designated as a numbered lot in the plat for Pine Ridge Extension as recorded in Plat Book 3, page 51, Public Records of Collier County, Florida. This restriction shall not prevent an owner from conveying a portion of his lot to the owner of an adjacent lot, so as to enlarge the adjacent lot, provided that the enlarged lot and the reduced lot are otherwise in compliance with all of the other terms and conditions of the applicable Restrictions. No conveyance of a portion of a platted lot shall be permitted if such conveyance has the effect of creating more lots than the number of lots in existence prior to the conveyance.

2. Paragraph I (a) is amended by the addition of the underlined language so that Paragraph I (a), as amended, reads as follows:

LAND USE AND BUILDING TYPES

(a) Residential Area, All Blocks, E, F, K, L, M, N, O, P, Q, R, S, T, U, V, W, X and Y.

No lot, except in the area designated as 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 other than the following:

(1) On each platted lot (as defined in Paragraph XIX), there is permitted one detached single family dwelling not to exceed two stories in height; one single story private garage or carport for not more than three (3) cars; and one single story guest house no larger than fifty percent (50%) of the living area of the main dwelling.

In all other respects, the Restrictions contained in the original Deed of Restrictions recorded in OR Book 27, pages 427 through 436, Public Records of Collier County, Florida, are hereby ratified and confirmed, and shall, together with this Amendment, remain applicable for a period of twenty-five (25) years from the date of recordation of this Amendment, subject always to the right of a majority of owners to further amend these Restrictions.

Witnesses:

Owner # _____

Lot _____, Block _____,
Pine Ridge Extension

Date: _____

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that said person(s) executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 198____.

NOTARY PUBLIC
My Commission Expires:

...See next page for additional signatures

Witnesses:

Owner # _____

Lot _____, Block _____,
Pine Ridge Extension

Date: _____

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that said person(s) executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 19____.

NOTARY PUBLIC
My Commission Expires: