

SEP 4 1 37 PM '78

DECLARATION OF RESTRICTIVE COVENANTS

GATH, INC., a Florida corporation, (hereinafter called "Declaror"), being the owner of all of the property described in Exhibit "A" attached hereto and made a part hereof, has established a general plan for the improvement and development of such property, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, and shall be binding for a period of forty (40) years from the date of recording of this instrument, at which time these covenants, conditions, restrictions, and other provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed by twothirds (2/3) of the then owners of lots in the subdivision (as determined by the Public Records of Collier County, Florida) has been recorded in said Public Records, agreeing to change or terminate the provisions of this instrument.

1. APPROVAL OF PLANS. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Declaror reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Declaror or Property Owners Association shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Declaror, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Property Owners Association hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Association exists or if the Association shall fail to approve or disapprove the plans and specifications with 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

2. PROPERTY OWNERS ASSOCIATION. The Declaror has established a Property Owners Association as a Non-Profit Corporation. All privileges, powers, rights, and authority

shall be exercised by and vested in the Property Owners Association. After ninety percent (90%) of the lots in the subdivision have been sold, or otherwise transferred by Declaror, the Property Owners Association shall be controlled by the owners of a majority of the lots in the subdivision. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Tall Pines Property Owners Association, Inc., a non-profit corporation.

3. RESIDENTIAL USE. Such lots, and each and every one thereof, are for single family residential purposes only. Each residence must include a minimum of one thousand five hundred (1,500) feet of enclosed livable floor area. Each residence must have an enclosed garage capable of accomodating at least two (2) but no more than three (3) automobiles. Each garage must be attached to and form an integral part of the residence.

4. OUTBUILDINGS. No garage or other outbuilding (such as utility buildings) shall be placed, erected, or maintained upon any part of such premises. Nothing herein shall be construed to prevent the incorporation or construction of a garage as part of such residence, or construction of a screened swimming pool enclosure.

5. OCCUPANCY. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from the start thereof, provided, that the Property Owners Association may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot unless approved by the Property Owners Association.

6. NUISANCE. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property, or adversely affect the quality of the water retained or discharged from the subdivision.

7. SIGNS. No signs of any character shall be displayed or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed two square feet in size and one sign to a property.

8. PETS. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds (except parrots) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

9. CLOTHES LINES. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.

10. GARBAGE RECEPTACLES. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.

11. TRAILERS, CAMPERS, AND BOATS. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. No boat may be parked or stored on any lot except in an enclosed garage. All garage doors shall be closed. Boats powered by internal combustion engines shall not be operated upon the waters of the subdivision.

12. WEEDS. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Brazilian Pepper (Florida Holly), Malelucia, Ficus or Australian Pine shall be planted or permitted to grow upon the premises.

13. LAND ELEVATIONS. No substantial changes in the elevations of the land shall be made on the premises which will interfere with the drainage of or otherwise cause undue hardship to adjoining properties.

14. SEPTIC TANKS. All septic tanks and drain fields shall be at the front of the residence, it being the intent that such units be between the residence and the street. When a sewage collection system is available it shall be used as the sole means of sewage disposal for such premises.

15. NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Property Owners Association. In the event such growth is removed, except as stated above, the TPPOA may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

16. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead but this restriction may be waived by the TPPOA. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises, but this restriction may be waived by the Property Owners Association. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

17. COMMERCIAL VEHICLES. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the Property Owners Association and kept in a garage completely enclosed.

18. DIVISION OF LOTS. No lot shall be resubdivided.

19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, or high quality

asphalt shingles.

20 DRIVEWAYS. Driveways must be either concrete paved, poured gravel, or asphalt.

21. FENCES. All fences must be approved by the Property Owners Association.

22. WATER MANAGEMENT AREAS. No structure of any kind shall be constructed or erected, nor shall lot owners in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarator to be reserved for drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record without the prior written approval of the South Florida Water Management District and the specific written permission of Declarator or Tall Pines Property Owners Association.

Lot owners shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by Declarator, Tall Pines Property Owners Association, or any appropriate governmental agency that may reasonably require any rights of ingress and egress, and easements therefor are hereby specifically reserved and created.

No lot shall be increased in size by filling in any water or retention and drainage areas on which it abuts. Lot owners shall not fill, dike, rip-rap, block, divert or change the established water or retention and drainage areas that have been or may be created by easement without the prior written approval of the South Florida Water Management District and the prior written consent of Declarator or Tall Pines Property Owners Association.

Provided that the breach of any of these covenants, conditions, reservations, and restrictions or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by Tall Pines Property Owners Association, Inc., or by the owner of another lot in the subdivision but by no other person.

Provided, further, that should the Property Owners Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the TPPOA shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of TPPOA or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations,

or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against TPPOA for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

Provided, further, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall be effective under the laws of the State of Florida.

Provided, further, that such premises shall be subject to any and all rights and privileges which Collier County, Florida, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any County Zoning Ordinance or Law.

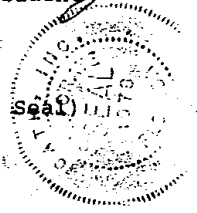
GATH, INC.

By Joseph J. Gelleny  
JOSEPH J. GELLENY, President

Attest:

Helen Gelleny  
HELEN GELLENY, Secretary

(Corporate Seal)



STATE of FLORIDA )  
County of Collier )

BEFORE ME, the undersigned authority, personally appeared JOSEPH J. GELLENY and HELEN GELLENY, President and Secretary, respectively, of GATH, INC., and acknowledged before me that they signed the foregoing instrument and the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Naples, Florida, this 22d day of April, 1979.

James M. ...  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA BY EXPIRES MY COMMISSION EXPIRES DECEMBER 18, 1988



---The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), less the South 60 feet and less the West 100 feet for right-of-way; and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), less the North 60 feet and the West 100 feet for right-of-way; located in Section 12, Township 49 South, Range 25 East, Collier County, Florida.---

EXHIBIT "A"

PREPARED BY:  
RICHARD D. DeBOEST II, ESQ.  
ATTORNEY AT LAW  
1415 HENDRY ST.  
FORT MYERS, FL 33901  
Tel: (239) 334-1381

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED being the President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Restrictive Covenants, originally recorded in O.R. Book 830, Page 1167 et seq. of the Public Records of Collier County, Florida, were duly approved, adopted and enacted by the required percentage of voting interests at a meeting called for that purpose at which a quorum was present held on the 6<sup>th</sup> day of January, 2000.

Dated this 31st day of January, 2005.

**WITNESSES:**

(Sign) [Signature] TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

(Print) SANDRA L. HAGEDORN

(Sign) [Signature] BY: [Signature]  
President of the Association

(Print) Christine Miellor (Print) Ann A Jones

(Address) 5930 Cypress Hollow  
Naples, FL 34109.

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 31st day of January, 2005 by Ann A Jones, as President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me, or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

**NOTARY PUBLIC:**  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:

Suzanne Hoffman Perez  
Commission #DD146238  
Expires: Oct 07, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

REC FEB 18.50  
REC FEB  
3557583 OR: 3733 PG: 0539  
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
02/11/2005 at 02:19PM DWIGHT B. BROCK, CLERK  
REC'D: DEBOEST STOCKMAN ET AL  
1415 HENDRY ST  
FORT MYERS FL 33901



**AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS OF  
TALL PINES SUBDIVISION**

**The Declaration of Restrictive Covenants of Tall Pines Subdivison shall be amended as shown below:**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, ~~or~~ high quality asphalt shingles, metal or other suitable material first approved in writing by the Association as elsewhere provided herein.

23. PROCEDURE FOR ADOPTING AMENDMENTS. A resolution for the adoption of a proposed amendment may be proposed in writing by either the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the members, regular or special, of which due notice has been given according to the Bylaws, which notice shall include notice of the substance of the proposed amendment. Except as otherwise provided by law, this Declaration may be amended at anytime by affirmative vote of at least two-thirds (2/3rds) of the total voting interests of the Association, in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

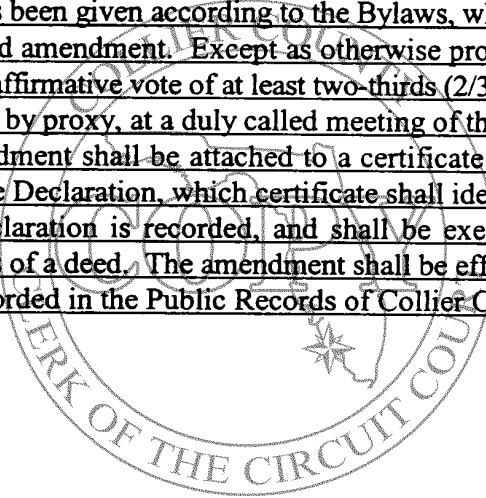


Exhibit "A"

\*\*\* OR: 3733 PG: 0540 \*\*\*