

4207

DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS

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PRM-5.15  
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FOR

VALLEY OAK at THE VINEYARDS

THIS DECLARATION is made this 30th day of SEPTEMBER, 1987  
by THE VINEYARDS DEVELOPMENT CORPORATION, JOSEPH G. PROCACCI,  
and MICHAEL J. PROCACCI, hereinafter called "DECLARANT".

001301  
OR BOOK

RECITALS

A. DECLARANT is the record owner of the real property hereinafter described and referred to as the Neighborhood, and has imposed on the Neighborhood and other properties in THE VINEYARDS UNIT I, the DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VINEYARDS, (hereinafter the "MASTER DECLARATION"), which are recorded in Official Records Book 1284, at Pages 1938 through 1983, inclusive, of the Public Records of Collier County, Florida.

B. Said MASTER DECLARATION provides that DECLARANT may supplement the MASTER DECLARATION for any Neighborhood (as Neighborhood is therein defined).

C. DECLARANT has determined that in order to create a controlled compatible quality development within the Neighborhood known as VALLEY OAK at THE VINEYARDS, supplemental covenants, conditions, and restrictions should be imposed on the Neighborhood for the preservation of the property values of the OWNERS therein.

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WITNESSETH:

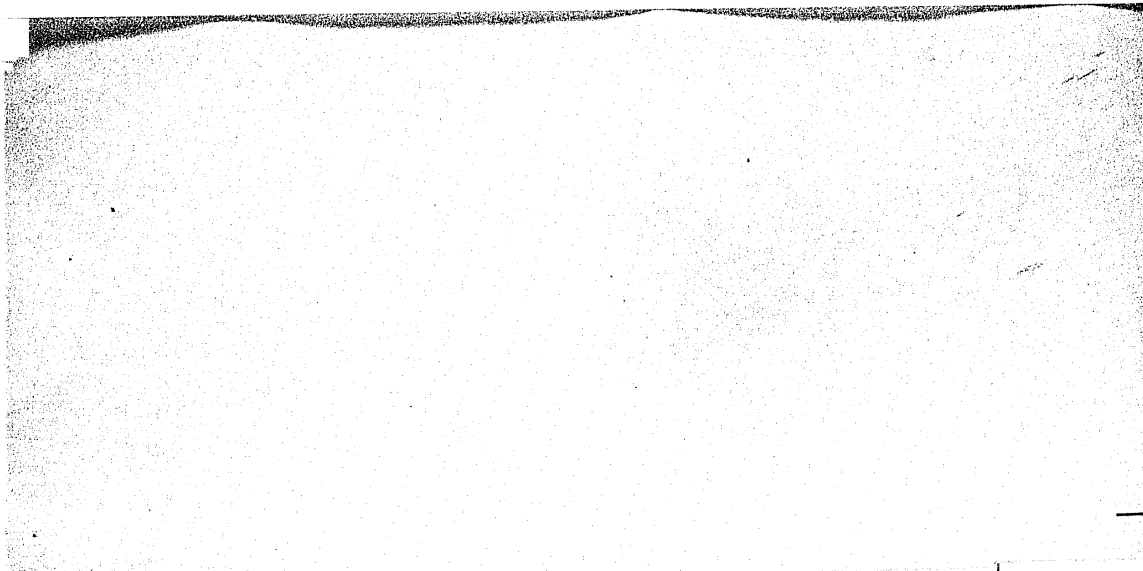
NOW, THEREFORE, DECLARANT declares that the Neighborhood as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the MASTER DECLARATION and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

Unless a term is redefined herein, the definitions contained in the MASTER DECLARATION shall apply to the terms used herein.

1.01. "Neighborhood" shall mean and refer to the real property, or any portion thereof, described as: All of Blocks A, B, & C and

Young, Van Asenderp et al., Attorneys



all of Tracts A & K in THE VINEYARDS UNIT ONE, as recorded in Plat Book 14, Pages 67 through 74, inclusive, of the Public Records of Collier County, Florida; and all of Blocks D, E, F, G, H, and I in A REPLAT OF TRACT K OF THE VINEYARDS UNIT ONE, as recorded in Plat Book 14, pages 86 through 88, inclusive of the Public Records of Collier County, Florida.

1.02. "Tract" shall mean and refer to the real property, or any portion thereof, identified as Tract A in the Neighborhood.

1.03. "Lot" shall mean and refer to those platted lots in Blocks A, B, C, D, E, F, G, H & I in the Neighborhood. The term "Lot", as used herein, shall be synonymous with the term "Plot" as used in the MASTER DECLARATION.

**ARTICLE II**  
**USE RESTRICTIONS**

2.01. Lots shall only be used for detached single-family dwelling units. One Lot shall be the minimum building area upon which a single-family dwelling unit may be constructed.

2.02. All of the Lots shall only be used for detached single-family dwelling units.

2.03. So long as DECLARANT owns property in THE VINEYARDS for development, DECLARANT may permit one or more Lots to be used or maintained as a sales office or for model homes, provided that DECLARANT has given written permission therefor. No other commercial activities shall be permitted on any Lot.

2.04. Tract A may be used for access to Tract L-4 and for recreational activities. No motor or power driven vehicle or cycle may be operated over or across such Tracts except for purposes of maintaining such Tracts. OWNERS of Plots in the ASSOCIATION may use any walkways and bicycle paths that may be constructed on such Tracts by DECLARANT or the ASSOCIATION.

2.05. OWNERS of Lots in the Neighborhood and their tenants and invited guests may use Tract A and the water body portion of Tract L-4 for limited recreational purposes, provided that such use does not interfere with the use of such Tracts for water management purposes. The ASSOCIATION may impose reasonable restrictions upon the use of such Tracts for recreational purposes. No boats or other water craft powered by gasoline or diesel fuel shall be permitted on Tract L-4. All boats or other water craft must be less than eighteen (18) feet in length. Neither the DECLARANT nor the ASSOCIATION assume any responsibility for injury or damages resulting from the use of such Tracts for recreational purposes and each OWNER who uses or whose tenants or guests use such Tracts

for recreational purposes agrees to hold the DECLARANT and ASSOCIATION harmless and indemnify them from any liability resulting from such use.

**ARTICLE III**  
**BUILDING AND SITE RESTRICTIONS**

**3.01. Minimum Setbacks.**

A. No dwelling unit or building shall be erected within the following minimum setback lines:

- i. FRONT Lot Line- 25 feet
- ii. REAR Lot line - 25 feet
- iii. SIDE Lot line - 7 1/2 feet for 1 story,  
10 feet for 2 story dwellings

B. All setbacks shall be measured from the Lot line except when two or more Lots are acquired and used as a single building site for one single family unit, the side Lot lines shall refer only to the line bordering on the adjoining property.

C. At the time building plans are approved by DECLARANT, variations to the above setbacks may be allowed by DECLARANT for corner and odd-shaped Lots provided that the setbacks for such Lots are as near as possible to the above setback requirements.

D. The DECLARANT may also allow variances from the above setback requirements for decks, screen enclosures, fences, retaining walls and decorative Improvements.

E. Driveways shall be at least seven and one-half (7-1/2) feet from the side and rear Lot line, unless a shorter distance is approved by DECLARANT.

F. In addition to the above setback requirements, the DECLARANT reserves the right to control and decide the precise location of any dwelling unit or other Improvement upon all Lots for aesthetic, ecological, topographical and energy considerations, as part of the building approval process outlined in Section 8.02 of the MASTER DECLARATION.

**3.02. Minimum Square Footage.**

A. LOTS: All dwelling units in the Neighborhood shall contain a minimum of 2,000 square feet of total enclosed living area.

B. ENCLOSED AREA: Enclosed living area means the total enclosed floor area within the horizontal dimensions of each level of a dwelling, excluding garages, terraces, decks, and porches.

3.03. Height. No dwelling unit or structure shall exceed 30 feet in height above the existing elevation of the Lot as delivered by **DECLARANT** unless approved in writing by **DECLARANT**.

3.04. Garages. Each detached dwelling unit must have an enclosed garage for not less than two (2) and not more than three (3) automobiles. Garage doors must be equipped with automatic closures and garage doors must be kept closed except when being actively used by **OWNER** or other occupant of the dwelling unit.

3.05. Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached or attached single family dwelling and one (1) small one-story accessory building, which may include a detached private garage, provided that the accessory building does not overcrowd the Lot as determined by **DECLARANT**. The accessory building may not be rented or leased except as part of the entire premises, including the main dwelling unit.

3.06. Roofs. Roofs shall have a minimum of 5 in 12 slope and shall be constructed of flat or barrel tile, asphalt shingle, cedar shakes or shingles, slate or metal, all as defined by common usage in Collier County. In the event that some new, attractive material for roofing surfaces is discovered or invented, the **DECLARANT** may, in its sole discretion, approve the use of such new materials. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

3.07. Landscape.

A. In order to promote a Neighborhood with a quality environment, each **OWNER** shall attractively landscape his Lot, in conjunction with the construction of a residence thereon. Landscape plans shall be submitted to **DECLARANT** for approval.

B. Each **OWNER'S** landscape plans, including any plans for vegetation removal or alteration, will be reviewed as part of the building approval process outlined in Section 8.02 of the **MASTER DECLARATION**.

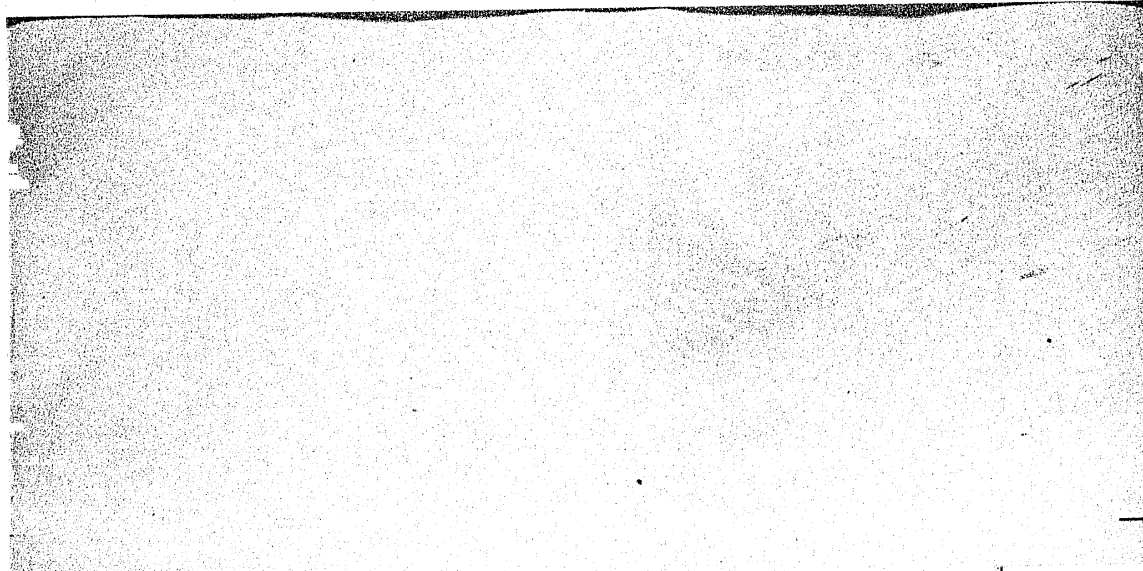
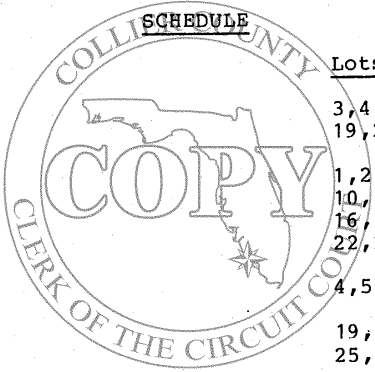
3.08. Burning. Burning trash or garbage shall not be allowed on any Lot.

3.09. Irrigation. Each Lot shall have an underground central sprinkler system for all landscaped areas, with the exception of small patios and the like. Each lot shall connect to the central irrigation water system and shall be responsible for paying the requisite fees and charges in connection with the provision of irrigation water.

ARTICLE IV  
EASEMENTS

4.01. An easement over those portions of the Lots specified in the schedule contained in this paragraph, which are contiguous to and within ten (10) feet of the VINEYARDS golf course is hereby reserved unto the DECLARANT, its successors, assigns, and grantees, for the purpose of maintenance and landscaping. Such maintenance and landscaping may include but not be limited to regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. The above described maintenance and landscaping rights shall apply to the entire Lot until the OWNER of such Lot has filed with the DECLARANT a landscaping plan for such Lot, or a dwelling unit has been constructed on the Lot. The easement and rights created by this Section shall not place any affirmative obligation on the DECLARANT to maintain or landscape any Lot or portion thereof. The DECLARANT or its assigns shall provide the OWNER with a description of the work to be done at least ten (10) days in advance of performing such work.

<u>Block</u>	<u>SCHEDULE</u>	<u>Lots</u>
A		3,4,5,15,16,17,18, 19,20,21,22,23,24
D		1,2,3,4,5,6,7,8,9, 10,11,12,13,14,15, 16,17,18,19,20,21, 22,23,24,25,26
E		4,5
F		19,20,21,22,23,24, 25,26,27
G		6,7,8,9,10,11,12, 13,14,15



ARTICLE VGENERAL PROVISIONS

5.01. Property Units. In accordance with Section 4.03 of the MASTER DECLARATION, the DECLARANT assigns one (1) Property Unit to each Lot for a total of sixty-three (63) Property Units in the first phase of VALLEY OAK, and not more than a total of one hundred thirty seven (137) Property Units shall be assigned to Lots established in Tract K. When two or more Lots are acquired and used as a single building site for one dwelling unit for a single OWNER, such OWNER shall have only one (1) Property Unit.

5.02. Conflict. The provisions of this DECLARATION shall be supplementary and in addition to the provisions of the MASTER DECLARATION. In the event of any conflict among the provisions of the MASTER DECLARATION and the provisions of this DECLARATION, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

5.03. Amendment.

A. So long as the DECLARANT owns land in THE VINEYARDS for development, the DECLARANT may, in its sole discretion, modify, amend, waive or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way conflict with the general and uniform plan of development originally set forth herein.

B. The execution and recordation of this Declaration shall not be construed to require DECLARANT to subject any of the lands within THE VINEYARDS other than those subjected hereby to the covenants, conditions, and restrictions or other provisions of this Declaration or any other recorded instrument.

5.04. Declaration Runs with the Land. The covenants, conditions, restrictions and other provisions under this Declaration shall run with the land and bind the property within the Neighborhood and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of five (5) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of sixty (60%) percent of the Lots in the Neighborhood agreeing to the termination or modification.

WITNESSES:

Jeffrey Baumert  
Paul G. Thomas

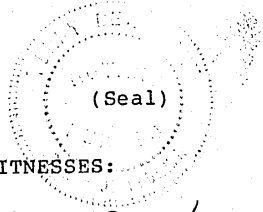
By: Joseph G. Procacci  
JOSEPH G. PROCACCI

~~COMMONWEALTH OF PENNSYLVANIA~~  
~~COUNTY OF PHILADELPHIA~~

STATE OF FLORIDA  
COUNTY OF COLLIER

On this, this 30 day of September, 1987, before me, a Notary Public in and for the ~~COMMONWEALTH OF PENNSYLVANIA~~ personally appeared JOSEPH G. PROCACCI known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained. \*STATE OF FLORIDA

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jeffrey Baumert  
NOTARY PUBLIC  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 12, 1990  
Bonded thru Troy Fair - Insurance Inc.

WITNESSES:

Bette J. Kapp  
Charles D. Howler

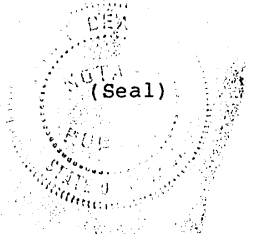
By: Michael J. Procacci  
MICHAEL J. PROCACCI

~~COMMONWEALTH OF PENNSYLVANIA~~  
~~COUNTY OF PHILADELPHIA~~

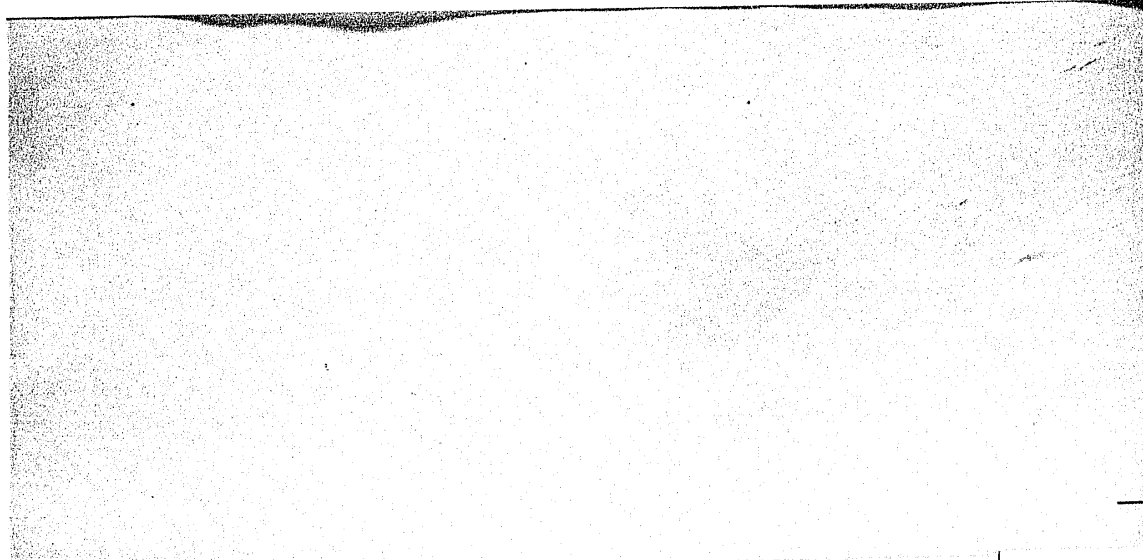
STATE OF FLORIDA  
COUNTY OF COLLIER

On this, this 30 day of September, 1987, before me, a Notary Public in and for the ~~COMMONWEALTH OF PENNSYLVANIA~~ personally appeared MICHAEL J. PROCACCI known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained. \*STATE OF FLORIDA

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jeffrey Baumert  
NOTARY PUBLIC  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 12, 1990  
Bonded thru Troy Fair - Insurance Inc.



5.05. Enforcement. In addition to the DECLARANT'S and ASSOCIATION'S rights under the MASTER DECLARATION, the DECLARANT, the ASSOCIATION, and any Lot OWNER or any of them jointly or severally, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance to the terms hereof. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of such right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any portion of this Declaration shall in no way affect or invalidate the remainder of this Declaration.

IN WITNESS WHEREOF, VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, JOSEPH G. PROCACCI, and MICHAEL J. PROCACCI, do hereby execute this Declaration of Neighborhood Covenants, Conditions and Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto this 30<sup>th</sup> day of SEPTEMBER, 1987.

VINEYARDS DEVELOPMENT CORPORATION  
a Florida corporation,

Bette J. Krupp  
Witness

By: Michael Procacci

Charles L. Howlin  
Witness

Attest: Joseph Procacci

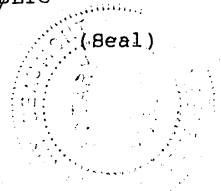
~~COMMONWEALTH OF MASSACHUSETTS~~ STATE OF FLORIDA  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ COUNTY OF COLLIER

On this, this 30<sup>th</sup> day of September, 1987, before me, a Notary Public in and for the ~~COMMONWEALTH OF MASSACHUSETTS~~, personally appeared MICHAEL PROCACCI and JOSEPH PROCACCI who acknowledged themselves to be the President and Secretary, respectively, of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, and that as such officers, executed the foregoing instrument on behalf of such corporation for the purposes therein contained. \*STATE OF FLORIDA

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Judy Deamond  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 19, 1990  
Funded thru Troy Loan - Insurance Inc.





JOINDER

FURTHER, FIDELITY BANK, a national banking association, as Mortgagee of that certain mortgage on the above described property as the same is recorded in O.R. Book 1233, Pages 1129 through 1162, inclusive, of the Public Records of Collier County, Florida, hereby joins in the execution of this Declaration of Neighborhood Covenants, Conditions and Restrictions for Valley Oak at the Vineyards and by said Joinder agrees to subject themselves, their successors and assigns to the provisions of this Declaration of Neighborhood Covenants, Conditions and Restrictions for Valley Oak at the Vineyards.

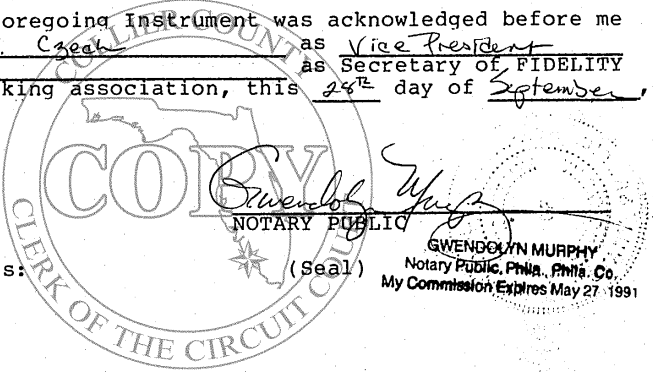
WITNESSES:

Sandra S. Hyll  
Ken M. Lebeck  
(Corporate Seal)

By: Dean F. Czach  
Its: VICE PRESIDENT  
Attest: Leon T. Heller  
Ass't. Secretary

STATE OF ~~FLORIDA~~ <sup>Pennsylvania</sup>  
COUNTY OF ~~COLLIER~~ <sup>Philadelphia</sup>

The foregoing instrument was acknowledged before me by Dean F. Czach as Vice President and Leon T. Heller as Secretary of FIDELITY BANK, a national banking association, this 28<sup>th</sup> day of September, 1987.



My Commission Expires: May 27, 1987

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GILES, CLERK