

DECLARATION OF PROTECTIVE COVENANTS
QUAIL HOLLOW

29.00

This declaration is made by CLYDE C. QUINBY AND PATRICIA TOWLE, as Co-Trustees, developer of certain lands in Collier County, Florida, described as:

QUAIL HOLLOW, as filed in Plat Book 14
Page 42, of the Public Records of
Collier County, Florida (the "Subdivision").

WHEREAS, the Developer will convey such lands, or portions thereof, subject to protective covenants, conditions, restrictions, reservations, liens and charges as hereafter set forth;

NOW, THEREFORE, the Developer hereby declares the lots in the subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness and pleasant living quality of QUAIL HOLLOW. These easements, restrictions, covenants, and conditions shall run with the land and shall be binding on all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns or any other person claiming by, through or under Developer or its grantees, having or acquiring any right, title or interest, present or future, in the described property, or any part or portion thereof, and shall inure to the benefit of each owner thereof.

I.
DEFINITIONS

As used herein the following definitions shall apply:

1. DEVELOPER shall mean and refer to CLYDE C. QUINBY AND PATRICIA TOWLE, AS CO-TRUSTEES, their successors in ownership or their assigns.
2. PLAT shall mean and refer to the plan of the Subdivision described above.
3. LOT shall mean and refer to any parcel of land shown upon the plat which bears a numerical designation.
4. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Plat, but not including those having an interest merely as security for the performance of an obligation.
5. ASSOCIATION shall mean and refer to the Quail Hollow Property Owners' Association, Inc., a Florida corporation not for profit.
6. DEVELOPMENT of a Lot shall mean and refer to the construction of any building permitted by this Declaration thereon.

QUAIL HOLLOW
Patricia Towle & Clyde Quinby
586 9th St. So.
Naples, Fl. 33940

II.

LOT USAGE

All Lots within the Subdivision may only be used for single family residential purposes, which may include single family houses used as models from time to time. No building or structure of any kind shall be constructed or altered in exterior appearance, placed on the premises, or used, until the plans therefor, including the exterior color scheme, drive and other paved area plans, landscape and landscape irrigation plans, including lot grades, have been submitted to and approved in writing by the Association, and the Association reserves the right to reject plans for any reason, including aesthetic reasons. Each single-family residence shall have a minimum of 1000 square feet of living area, exclusive of garages and open or screened porches, and shall incorporate an enclosed automobile garage for a minimum of two automobiles, which is structurally integrated with the residence. If the size of any Lot is such that a house of the above-described size will not fit on such Lot, then in that case the Association may permit a house of a smaller size, such smaller size to be within the discretion of the Association. No built-up roofs or metal roofs are permitted on residences or garages. All roofs shall be cement tile, cedar shingle, or asphalt 215 or equal, and all roofing material must be approved prior to installation. All roofs must have a roof pitch of not less than 5/12, that is, 5 inches of vertical height for every 12 inches of horizontal distance from the outer edge of the roof to the centerline or peak.

III.

LANDSCAPING

Lot landscape design, installation and maintenance, including the unpaved street right-of-way adjacent to the Lot, shall promote and preserve the appearance, character and value of the surrounding areas. If for any reason an Owner permits his landscaping to become unsightly the Association may take appropriate action to place it in a neat condition and in such event shall charge the Owner for the cost of the work. Such charge, until paid, will be a lien against the Lot. Vacant Lots shall be maintained by the Association from the date of closing until a building permit is obtained for such Lot and the Association shall assess a reasonable fee for such service. Such fee shall be a lien against the Lot until paid.

IV.

CONSTRUCTION COMPLETION

When the physical construction of any building is started, such construction shall be prosecuted diligently and completed within a reasonable time. If for any reason, a building is not completed within 270 days from the issuance of the county building permit, or if landscaping and the landscape irrigation system are not completed within 60 days after completion of the principal building, then the Association may, after notifying the Owner of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the Association, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The Owner shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the property, which lien may be foreclosed in the manner provided by law.

SIGNS

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a Lot by an Owner, except one sign, of not more than two square feet in area, containing the name and address of the Owner, and, if desired, the words "For Sale", with a phone number. This prohibition shall not apply to model homes or homes under construction.

VI.

MAIL BOXES

Single-family residences shall only include an Association approved mail box.

VII.

MOTOR VEHICLES AND BOATS

No Owner shall park or permit to be parked either on a Lot or within a street right-of-way within the Subdivision, any vehicles used for commercial purposes (except vehicles of persons performing services for a Lot in the Subdivision) or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat or trailer, except when such motor vehicle, boat or trailer is parked or stored within an enclosed garage or within a screened area wherein it is not visible from a street or an adjoining Lot. Parking at individual residences, other than in enclosed garages, either on a Lot or adjoining rights-of-way shall be limited to guests of residents and authorized service vehicles. Residents' vehicles shall be garaged.

VIII.

ANIMALS

No animals of any kind shall be kept on a Lot or within a building on a Lot except dogs, cats, birds, etc., of the customary household pet variety, provided that no pet may be kept, bred or maintained for any commercial purpose.

IX.

OUTSIDE ANTENNA

No television or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is granted in writing by the Association. No such antenna will be approved once television cable is available to the Lot.

X.

OUTSIDE STORAGE

No outside storage or out building of any kind will be permitted. No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

XI.

FENCES

Fences and other structural screens must be visually attractive, in keeping with the architectural character of the residential cluster in which they are to be located, and must be approved by the association.

XII.

TRASH AND GARBAGE

Garbage containers shall either be stored within the dwelling structure or in a screened enclosure approved by the Association. Garbage containers, lawn trimmings and trash stored for pickup shall comply with the garbage and trash collection service rules. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Garbage or trash burning shall not be permitted. All horticultural trimmings shall either be removed from the Lot on the day they are accumulated or stored for removal in a screened enclosure.

XIII.

DRIVEWAYS

Driveways and offstreet parking areas shall be paved.

XIV.

GARAGE DOORS

Operable doors shall be provided for all garages. Garage doors shall be closed except when in use.

XV.

CLOTHES DRYING

Clothes lines or drying yards shall be so located as not to be visible from the street or adjoining properties.

XVI.

UTILITIES EASEMENTS

Developer hereby dedicates an easement along all street rights-of-way, along the rearmost ten feet of each Lot, and along the outer five feet of all side yards (where more than one Lot is used as a building site or where parts of one or more Lots are used as a building site, the outside boundaries of said building site shall carry said side yard easement), for the installation and maintenance of drainage facilities and public utilities including water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, TV cable and any other pipes, lines or distributors for utilities or services to be furnished to the Lots within the Subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the Lot line to the use connection.

XVII.

LOT GRADE

The grade of any Lot, or portion thereof, may not be altered without the written consent of the Association, and the Association will have the right to withhold such consent if the proposed change of grade would be visually objectionable or would adversely affect drainage patterns.

XVIII.

VEGETATION

Any trees, shrubs or specimen vegetation shall not be removed without the written consent of the Association.

XIX.

MEMBERSHIP IN ASSOCIATION

1. ASSOCIATION MEMBERSHIP. Each Owner of a Lot in the Subdivision is hereby made a member of the Association, and subject to all powers, duties, dues, liens, and assessments which may be exercised thereby. Membership in the Association is appurtenant to ownership of a Lot and cannot be transferred or otherwise dealt with separately from such Lot.

2. ASSOCIATION FUNCTIONS. As more fully described in the Articles of Incorporation, the purposes of the Association are principally to carry out the duties and responsibilities imposed on the Association by this Declaration, to hold title to, improve, repair and maintain such garden areas, roads, recreational and other facilities as may be deeded to the Association for the benefit of its members, and to maintain, repair, replace, improve, operate and manage any water management system within or, to the extent permitted by this Declaration, outside but for the benefit of, the Subdivision.

3. ASSESSMENT AND LIEN RIGHTS. The Association shall have the power to make and collect assessments against members to defray the cost, expenses, and losses of the property owned or maintained by the Association. Each owner of a residential unit or other property interest within the Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, hereby covenants and agrees to pay to the Association any annual assessment or charges and special assessments for capital improvements as may be fixed, established and collected from time to time by the Board of Directors of the Association. The annual and special assessments, together with interest thereon and costs of collection shall be a charge on each Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who is the Owner of each individual Lot, or undivided interest therein at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the purposes set forth in this Declaration and in the Articles of Incorporation of the Association, and specifically for the purpose of any construction or reconstruction, unexpected repair or replacement of any of the property owned or maintained by the Association. The Board of Directors of the Association shall have the authority to consider current maintenance costs and needs of the Association and to affix annual assessments for such costs to be paid by the members of the Association. Such assessments shall be levied in accordance with subparagraph 5 below. In addition to the annual assessments, the Association may levy a special assessment applicable to that year only for the purposes of defraying in whole or in part the costs of any unexpected repair or replacement of any improvement in property owned or maintained by the Association, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting called for this purpose. The quorum required for any action authorized by the preceding section shall be two-thirds of the members.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with interest thereon at eight percent and all costs of collection, including a reasonable attorneys' fee, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owners, their heirs, devisees, personal representatives and assigns. Should legal proceedings be required to enforce collection of payment of an assessment, the same may be foreclosed as a lien against the Lot against which such assessment was made in the manner provided for enforcement of liens pursuant to the laws of the State of Florida.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

4. PROPERTY RIGHTS IN THE ASSOCIATIONS'S PROPERTY.

Every member of the Association, including the Developer, and all persons lawfully on and entitled to occupancy rights in any property within the Subdivision and all persons now or hereafter becoming fee owners of an interest in and to property within the Subdivision shall have and are hereby given a right and perpetual easement of enjoyment in and to the lands owned by the Association.

5. SHARE OF OWNERSHIP. The undivided share of assets owned by the Association appurtenant to each residential unit in the subdivision and the fraction of sharing common expenses initially, shall be 1/94.

XX.

All surface water management areas within the platted limits of the subdivision, excluding those areas normally maintained by Collier County, will be the responsibility of the Association. In the event the lot owner fails to do so, the Association may, at its own expense, enter on such lot, and within the drainage easement, make whatever improvements deemed necessary to restore proper water management.

Nothing in this section shall allow the Association to construct any facility or alter any of the water management areas without first obtaining the necessary permits from all governmental regulating agencies having jurisdiction of these areas.

XXI.

STREET LIGHTS

When street lights are installed within the Subdivision, and until such time Collier County forms a Street Lighting District, the Association will be responsible for all monthly operational and maintenance costs.

Each member's share of such costs shall be prorated based upon property values as determined by the Collier County Property Appraiser on the most currently published tax roll and used by him for assessing ad valorem tax.

XXII.

MODIFICATION OF COVENANTS

Reasonable modifications to these covenants may be made from time to time by the Owners of a majority of Lots in the Subdivision, either by way of additions, deletions, or changes, so that they may better assure the protection of the value, desirability and attractiveness of the Subdivision, except that after 30% of the Lots in the Subdivision have been sold or 3 years from the date of the first sale, whichever first occurs, Lots owned by the Developer shall not be counted for purposes of determining either the total number of Lots or the existence of a majority. These covenants are supplemental to and independent of any zoning, present or future, of the County of Collier. No variance or zoning change permitted by the county shall in any way be construed to reduce or modify the covenants contained herein.

XXIII.

ACCEPTANCE OF COVENANTS BY LOT OWNERS

Each Owner, by accepting an interest in any Lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

XXIV.

REMEDIES

In the event of a violation or breach of any of these restrictive covenants, the Association or Garden Association, where applicable, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent Owner agrees to pay a reasonable attorney's fee for the enforcement of these use restrictions.

IN WITNESS WHEREOF, CLYDE C. QUINBY AND PATRICIA TOWLE, AS CO-TRUSTEES, have caused this Declaration of Protective Covenants to be signed by its duly authorized officer and its corporate seal affixed hereto this 27th day of August, 1985.

Signed in the presence of:

[Signature]
[Signature]

[Signature] Trustee
 CLYDE C. QUINBY, Co-Trustee
[Signature] Trustee
 PATRICIA TOWLE, Co-Trustee

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CLYDE C. QUINBY AND PATRICIA TOWLE as Co-Trustees, well known to me to be the persons described and who executed the foregoing Declaration of Protective Covenants.

WITNESS my hand and official seal in the County and State named above this 27th day of August, 1985.

[Signature]
 NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION EXPIRES JUNE 19, 1986

Recorded and Verified
 in Official Record of
 COLLIER COUNTY, FLORIDA