

ORDINANCE 07-11592

AN ORDINANCE DETERMINING REZONE PETITION 07-R1 FOR PROPERTY LOCATED AT 201-271 HARBOUR DRIVE, MORE FULLY DESCRIBED HEREIN, IN ORDER TO PERMIT REZONING FROM "R3-12" TO "PD" PLANNED DEVELOPMENT, FOR VISTA ROYALE; APPROVING THE PLANNED DEVELOPMENT DOCUMENT FOR NAPLES HARBOUR, LTD.; PROVIDING A SEVERABILITY CLAUSE, A REPEALER PROVISION AND AN EFFECTIVE DATE.

WHEREAS, Naples Harbour, Ltd., owner of property at 201-271 Harbour Drive, has petitioned to change the zoning from "R3-12" to "PD" Planned Development, for an 8-unit, multi-family development; and

WHEREAS, F. Joseph McMackin III, Esq., and John M. Passidomo, Esq. have been authorized by the owner(s) as agent for this petition; and

WHEREAS, following an advertised public hearing, the Planning Advisory Board considered the public input, staff recommendations and criteria in the Code and has recommended by a vote of 5 to 2 that Rezone Petition 07-R1 be approved; and

WHEREAS, after considering the recommendation of the Planning Advisory Board and City staff, following a public hearing on the subject, and providing the petitioner, staff and the public an opportunity to present testimony and evidence, the City Council has determined that the petition should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That Rezone Petition 07-R1 is hereby granted, for rezoning from "R3-12" to "PD" Planned Development, at 201-271 Harbour Drive for Vista Royale more fully described as follows:

Lot 6, Block 9, the Moorings, Unit No. 5, according to the Plat, thereof as recorded in Plat Book 6, Pages 4 and 5, Public Records of Collier County Florida also being known as Units 1 through 12, Barbados Club, according to the Declaration of Condominium as recorded in O.R. Book 976, Page 902, and subsequent amendments thereto of the Public Records of Collier County, Florida.

Section 2. That the Planned Development Document for Vista Royale Planned Development submitted by Petitioner, Naples Harbour, Ltd., on January 16, 2007, by F. Joseph McMackin III of Bond, Schoeneck & King, P.A., is hereby approved, a copy of which is attached hereto as Exhibit "A" and made a part hereof, including the Plat contained in Resolution 07-11591, which shall serve as the Master Concept Plan, a copy of which is attached as Attachment "1" to Exhibit "A".

Section 3. That the Zoning Atlas of the City of Naples shall be amended to reflect said rezoning.

Section 4. That development authorized by this ordinance is subject to the following condition:

Approval of the docks is subject to future federal, state and city marine permitting requirements prior to construction.

Section 5. If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 6. That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7. This ordinance shall take effect immediately upon adoption at second reading.

APPROVED AT FIRST READING THIS 7TH DAY OF MARCH, 2007.

PASSED AND ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 21ST DAY OF MARCH, 2007.

Bill Barnett, Mayor

Attest:

Approved as to form and legality:

Tara A. Norman, City Clerk

Robert D. Pritt, City Attorney

M:\REF\COUNCIL\ORD\2007\07-11592

Date filed with City Clerk: _____

Exhibit "A"

PLANNED DEVELOPMENT STANDARDS

Vista Royale is a private gated luxury villa complex located directly on Moorings Bay, consisting of only eight (8) three-story private residences which shall be governed by a Homeowners Association. Vista Royale replaced the twelve (12) unit Barbados Club which was demolished in 2004. Vista Royale wishes to market the project as single-family homes rather than as condominium units and understands its obligation to comply with the following City standards and conditions:

1. Land uses within the development shall be appropriate in their proposed location, in their relationship to each other, and in their relationship with uses and activities on adjacent and nearby properties.

Land uses within the development are compatible as they consist of single-family residences and related amenities such as an existing community boat docking facility. Properties adjacent and nearby to the development are similarly zoned. The surrounding properties are zoned as follows: Commodore Club (to the south) - R3-15, Leeward Cove (to the east) - R3-12, Moorings Bay club (to the southeast) - R3-12, Belmont Court (to the east) - R3-12, and the Bordeaux Club and Windsor Court (to the west) - R3-18. The development standards adopted by Vista Royale, which meet or exceed that of the R3-12 district, assure the protection of the residential area as required under Naples' development criteria and standards.

2. The development complies with applicable City plans and planning policies, and shall have a beneficial effect both upon the area of the City in which it has been constructed and upon the City as a whole.

The Vista Royale development complies with all applicable city plans and planning policies, and further provides a beneficial impact on the surrounding area and the City as a whole. Vista Royale's aesthetic appearance and amenities offer a combination compatible with Moorings Bay and the City.

3. The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.

Vista Royale's eight (8) units, each with an accompanying pool, spa and patio, are adequately served upon the 1.010 acres of land. Vista Royale contains four (4) fewer units than allowed under the R3-12 district, which allows twelve (12) units.

4. Streets; utilities; drainage facilities; recreation areas; building heights, sizes and yards; and vehicular parking and loading facilities are appropriate for the particular use or uses involved, and equal or exceed the level of design and construction quality required of similar land development elsewhere in the City.

Site improvements for utilities have been constructed according to the requirements of the City. A single fifty-five foot (55') wide access route into the development is located on Harbour Drive. Access to the development is secured by gated entry. The internal Vehicular Motorcourt consists of private roadways with a minimum twenty-five foot (25') wide rights-of-way. Each Vista Royale Unit contains a two-car attached garage. In addition, Vista Royale contains eight (8) common use parking spaces located within the Vehicular Motorcourt for use by all Unit Owners and their guests for a total of twenty-four (24) parking spaces.

5. Visual character and community amenities are equal or better in quality than that required by standard zoning districts for similar development.

Vista Royale's architectural character and quality are compatible with and complementary to development in the surrounding area and in accordance with the Building Code of the City of Naples. Each residence's exterior includes concrete stucco with keystone and wrought iron accents, waterside French balconies, Spanish and Mediterranean style architecture, and mahogany entry doors. In addition, each residence has its own private patio, pool and spa surrounded by tropical accent lighted landscaping. A docking facility, for use by Owners, will be located on Moorings Bay with slips to accommodate eight (8) boats.

6. Open space is adequate for the type of development and the population densities proposed.

The development site is adequate for the type of development and population densities. The development site consists of 1.010 acres upland which translates to a development site of 44,004 square feet. Vista Royale's lot coverage area (13,189 SF) is less than the 30% maximum lot coverage permitted by law. Vista Royale's density can be calculated as eight (8) units per acre.

7. Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.

All common areas including, without limitation, boat slips, open space, parking areas, pavers, fountains, benches, driveways, sidewalls, and seawalls will be managed by the owners of the development via a homeowners association. Owners will be liable for the actual expenses incurred by the association in administering, operating, owning, leasing, constructing, reconstructing, financing, maintaining, repairing and replacing the common areas.

8. In the case of developments which are to be constructed in several units, the proposed units shall be shown on the overall development plan. The proposed construction units shall individual comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project with adequately serve its purchasers and occupants and will not cause a general public problem.

Naples Harbour, Ltd. has constructed the entire development in one phase and no further phases will be built. The project is fully completed.

PLANNED DEVELOPMENT CRITERIA AND STANDARDS FOR VISTA ROYALE

I. Legal:

- a. Lot 6, Block 9, The Moorings Unit No. 5, a subdivision according to the plat thereof, recorded in Plat Book 6, Pages 4 and 5 of the Public Records of Collier County, Florida.

II. Address/Location:

- a. 201-271 Harbour Drive, Naples, FL 34103

III. Street Names:

- a. Vista Royale is located on Harbour Drive and does not contain any private streets within the development.

IV. Purpose:

- a. The proposed Planned Development shall be designed to accommodate eight (8) single-family residences.

V. Permitted Uses: No building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than the following:

- a. Single-family residences.

VI. Permitted Accessory Uses: Accessory uses and structures which are incidental and customarily associated with the above permitted use as follows:

- a. Pool, spa and patio for each individual unit
- b. Boat Dock Facility
 - i. One (1) dock per unit (8 docks total)
- c. Security
- d. Parking
- e. Other accessory uses or structures which are incidental to and customarily associated with the above permitted principal uses

VII. Size of Parcel:

- a. 1.418 acres including submerged lands
- b. 1.010 acres upland
 - i. 44,004 SF

VIII. Principal Structures:

- a. Eight (8) three-story villa, zero side set units

IX. Minimum Lot Area:

- a. 2,100 SF

X. Minimum Lot Street Frontage:

- a. 20 Feet facing Vehicular Motorcourt

XI. Minimum Lot Width:

- a. 18 Feet

XII. Minimum Main Entry Width:

- a. Fifty-five Feet (55')

XIII. Minimum Pavement Width within Vehicular Motorcourt:

- a. Twenty-five Feet (25')

XIV. Minimum Yards:

- a. Front Yard:
 - i. Twenty-Five Feet (25')
- b. Rear Yard:
 - i. Twenty Feet (20')
- c. Left Side:
 - i. Twelve Feet Six Inches (12'-6")
- d. Right Side:
 - i. Twelve Feet Six Inches (12'-6")
- e. Pool:
 - i. Fifteen Feet (15')
- f. Yard exception: Side yards between Units may be zero feet (0')

XV. Minimum Floor Area:

- a. 1,250 SF

Unit Number	A/C	Garage	Total
I	1133 SF	476 SF	1,609 SF
II	1047 SF	476 SF	1,523 SF
III	812 SF	476 SF	1,288 SF
IV	812 SF	476 SF	1,288 SF
V	1047 SF	476 SF	1,523 SF
VI	806 SF	476 SF	1,282 SF
VII	899 SF	476 SF	1,375 SF
VIII	1124 SF	476 SF	1,600 SF
			=11,488 SF

XVI. Maximum Height:

- a. Thirty Feet (30'), provided, however, that decorative fixtures are permitted to a height of Thirty-Seven Feet (37') to the peak of the roof to improve the design of the residences.

XVII. Maximum Density:

- a. Eight (8) units per gross acre.

XVIII. Lot Coverage Area:

- a. 13,189 SF (<30%)

XIX. Landscaping:

- a. Landscaping shall comply with the City of Naples code.

XX. Signs:

- a. Signs shall comply with the City of Naples code.

XXI. Potable Water Distribution:

- a. Vista Royale does not contain potable water.

XXII. Bed/Bath and SF per Unit:

Unit Number	Bed/Bath	Air Conditioned Space	Total Space
I	4/5.5	4,015 SF	5,049 SF
II	4/5.5	3,977 SF	4,945 SF
III	4/4.5	3,264 SF	4,221 SF
IV	4/4.5	3,264 SF	4,221 SF
V	4/5.5	3,977 SF	4,945 SF
VI	4/4.5	3,574 SF	4,482 SF
VII	4/4.5	4,201 SF	5,028 SF

VIII	4/4.5	4,500 SF	5,365 SF
		=30,772 SF	=38,256 SF

XXIII. Total Size of Each Lot to the Nearest SF

Lot Number	Size of Lot
I	3,597 SF
II	3,080 SF
III	2,290 SF
IV	2,197 SF
V	2,658 SF
VI	2,586 SF
VII	2,814 SF
VIII	4,778 SF

XXIV. Additional Standards:

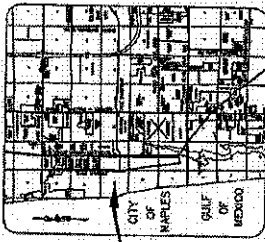
- a. Minimum off-street parking:
 - i. Minimum off-street parking in the PD is three (3) spaces per dwelling unit.
- b. Local Development Permits. The City of Naples shall not place any additional requirements on any structure. Any new development shall comply with the stricter of this PD or the R3-12 district.
- c. Local Development Permits. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

VISTA ROYALE

A REPLAT OF LOT 6, BLOCK 5, THE ADDRESSES UNIT NO. 5, AS RECORDED IN PLAT BOOK 6, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PLAT BOOK PAGE
SHEET 1 OF 2

Sevens & Sevens, Inc.
Surveying & Land Planning
1077 W. Adams Blvd.
Tallahassee, Florida 32310
Phone: (904) 841-5885



REPLAT AND SUBDIVISION PLAN

THIS REPLAT AND SUBDIVISION PLAN IS A RESTATEMENT OF THE DEEDS AND RECORDS OF COLLIER COUNTY, FLORIDA, RECORDED IN PLAT BOOK 6, PAGES 4 AND 5, AS RECORDED IN PLAT BOOK 6, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS THE SAME EXIST AS OF THE DATE OF THE ORIGINAL DEEDS AND RECORDS. THE PURPOSE OF THIS REPLAT AND SUBDIVISION PLAN IS TO RESTATE THE DEEDS AND RECORDS IN A SINGLE INSTRUMENT AND TO CORRECT THE DEEDS AND RECORDS TO ACCURATELY REFLECT THE ACTUAL SITUATION ON THE GROUND. THE REPLAT AND SUBDIVISION PLAN IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF THIRD PARTIES WHICH ARE NOT SHOWN THEREON.

CONVEYANCE OF INTEREST OF CITY OF NAPLES

THE CITY OF NAPLES, FLORIDA, IS HEREBY CONVEYING TO THE CITY OF NAPLES, FLORIDA, THE INTEREST OF THE CITY OF NAPLES, FLORIDA, IN THE SUBJECT PROPERTY DESCRIBED IN THIS INSTRUMENT. THE CONVEYANCE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS INSTRUMENT.

CITY OF NAPLES CONVEYING INTEREST

THE CITY OF NAPLES, FLORIDA, IS HEREBY CONVEYING TO THE CITY OF NAPLES, FLORIDA, THE INTEREST OF THE CITY OF NAPLES, FLORIDA, IN THE SUBJECT PROPERTY DESCRIBED IN THIS INSTRUMENT. THE CONVEYANCE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS INSTRUMENT.

COVENANTS

- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE PAVEMENT AND SIDEWALKS ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE LIGHTING FIXTURES ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE UTILITY LINES ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE FENCE ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE SIGNAGE ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE LANDSCAPING ON THE SUBJECT PROPERTY.
- THE CITY OF NAPLES, FLORIDA, SHALL MAINTAIN AND KEEP IN REPAIR THE PARKING AREAS ON THE SUBJECT PROPERTY.
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STATE OF FLORIDA
CITY OF NAPLES
COUNTY OF COLLIER
FILED FOR RECORD
THIS 15th DAY OF 2007 A.D.
BY: _____
CITY CLERK

STATE OF FLORIDA
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