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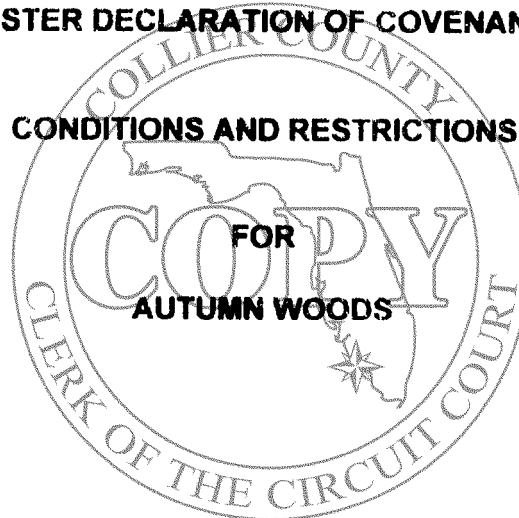
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**MASTER DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**



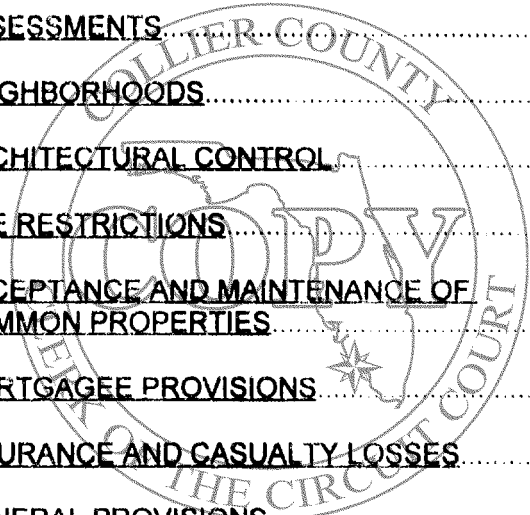
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**EXHIBIT**

- A Legal Description of Property Subject to this Master Declaration of Covenants, Conditions and Restrictions
- B Legal Description of the Initial Common Property Dedicated to the Master Association
- C Intentionally Deleted, there is no Exhibit "C" to this Document
- D Legal Description of the Undeveloped Parcel Eligible for Annexation to this Master Declaration
- E Articles of Incorporation
- F Bylaws



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This instrument prepared by and  
after recording return to:  
Burgess N. Trank, Jr., Esquire  
Centex Homes  
151 Southhall Lane, Suite 230  
Maitland, Florida 32751-7190

**MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**FOR**

**AUTUMN WOODS**

This Master Declaration of Covenants, Conditions and Restrictions is made this 14th  
day of April, 1997, by CENTEX HOMES, a Nevada general partnership authorized to  
transact business in the State of Florida ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the real property known as Autumn Woods  
in Collier County, Florida, described in Exhibit "A" attached hereto and incorporated  
herein by reference which shall be referred to herein as the "Property";

WHEREAS, Declarant intends to develop the Property, or portions thereof, by the  
construction of roads, utilities and drainage facilities for the construction and occupancy  
of single family detached residential dwellings, single family attached dwellings, multi-  
family dwellings and other land uses as may be permitted by applicable zoning ordinances;  
and,

WHEREAS, Declarant desires to establish a maintenance association which will  
maintain the property owned by such association and such other property as may be  
owned by or dedicated to any governmental entity lying within the rights-of-way or

easements owned by or dedicated to such governmental entity and serving the residents of the property and not being maintained by the governmental entity;

THEREFORE, in consideration of the premises and the covenants herein contained, Declarant hereby declares that henceforth the Property and all additions thereto, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, which shall be covenants running with the land and shall be binding upon and inure to the benefit of Declarant and all owners of land within the Property and their respective successors and assigns.

**ARTICLE 1**

**DEFINITIONS**

The following words and terms when used in this Master Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicates otherwise) shall have the following meanings:

Section 1.1. "Area of Common Responsibility" shall mean the Common Property, together with those areas, if any, which by the terms of this Master Declaration or by contract or agreement with any Neighborhood Association, master association for portions of Autumn Woods which are not annexed to this Master Declaration, or governmental agency become the responsibility of the Association.

Section 1.2. "Architectural Review Committee - Master" or "ARC-M" shall refer to the committee established by the Board and described in Article 8 hereof.

Section 1.3. "Architectural Review Committee - Neighborhood" or "ARC-N" shall refer to any committee established by a Neighborhood Association for the purpose set forth in Article 8.

Section 1.4. "Articles" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Master Association as they may exist from time to time.

Section 1.5. "Autumn Woods" shall mean the property described in Exhibit "A" and other lands annexed thereto pursuant to the provisions of this Master Declaration.

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Section 1.6. "Board" shall mean the Board of Directors of the Master Association, appointed or elected in accordance with the Bylaws of the Master Association.

Section 1.7. "Builder" shall mean any purchaser of one or more Lots from Declarant for the construction and resale of Units.

Section 1.8. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Association with respect to Areas of Common Responsibility, Common Property, Open Spaces, Surface Water Management Systems, Lakes or Public Areas, all as may be found to be reasonably necessary by the Board pursuant to this Master Declaration, the Bylaws, and the Articles of Incorporation of the Master Association.

Section 1.9. "Common Area" or "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by plat, deeded or leased to the Master Association for the use and enjoyment of all Owners of Lots or Units, as herein defined, and designated in said plat dedication, deed or lease as "Common Property" or "Common Area". References in this Master Declaration to Common Property or Common Area shall be deemed to include any lands identified as Exclusive Common Property, or Exclusive Common Area, as herein defined, unless otherwise indicated. The term "Common Area" or "Common Property" shall also include any personal property acquired by the Master Association for the use and benefit of the Members. Common Property is specifically reserved for the use and benefit of all Owners of Lots or Units in the Property. The initial Common Property to be conveyed to and owned by the Master Association is described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 1.10. "Declarant" shall mean Centex Homes, a Nevada general partnership, and its successors and assigns who take title to any portion of the Properties for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant as set forth in Article 3.

Section 1.11. "Declaration" or "Master Declaration" shall mean and refer to this Master Declaration of Covenants Conditions and Restrictions of Autumn Woods as it may be amended or supplemented from time to time.

**Section 1.12. "Exclusive Common Area"** shall mean certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods; provided, however, all Recreation Parcels, Parks, and Lakes which have been dedicated as Common Property shall be available for use by all Members of the Master Association in accordance with the rules and regulations established herein and by the Board and shall not be designated as Exclusive Common Areas. All costs incurred by the Master Association for the maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed against the Owners of Units in only those Neighborhoods which are benefitted thereby as a Neighborhood Assessment, as defined herein. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Common Area to the Master Association. Except as set forth above with respect to Recreation Parcels, Parks, and Lakes, any portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Areas may be reassigned upon the vote of a majority of the total Master Association vote, including a majority of the votes within the Neighborhood(s) to which they are assigned.

**Section 1.13. "Institutional Lender"** shall mean and refer to the owner and holder of a Mortgage encumbering a Unit or Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

**Section 1.14. "Irrigation Water"** shall mean and refer to water delivered to the Property through the Master Irrigation System, which water may be obtained from sources that are not safe or suitable for human consumption.

**Section 1.15. "Lakes"** shall mean natural or manmade water bodies identified as Lakes on the Master Plan of Autumn Woods, as amended from time to time. The Lakes shall be subject to the Surface Water Management System.

**Section 1.16. "Lot" or "Lots"** shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future will be located an attached or detached single-family residential dwelling.

Section 1.17. "Master Association" or "Association" shall mean and refer to the Autumn Woods Community Association, Inc., a Florida not-for-profit corporation created for the purposes set forth herein.

Section 1.18. "Master Irrigation System" shall mean and refer to the transmission lines, pipes, valves, pumps, controls, meters and other distribution and delivery apparatus, equipment or fixtures that supply Irrigation Water to the Property.

Section 1.19. "Master Plan" shall mean the plan of development for Autumn Woods adopted by the Declarant as amended from time to time in accordance with approvals obtained from Collier County, Florida.

Section 1.20. "Member" shall mean and refer to all those persons or entities who are members of the Association as provided in Article 3 hereof.

Section 1.21. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

Section 1.22. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

Section 1.23. "Neighborhood" shall mean each separately developed and denominated residential area within the Property which is represented in the Master Association by a Neighborhood Association.

Section 1.24. "Neighborhood Association" shall mean a homeowners association established pursuant to Article 7.

Section 1.25. "Neighborhood Common Area" shall mean any Common Area or Common Property owned, operated or maintained by a Neighborhood Association.

Section 1.26. "Neighborhood Declaration" shall mean any declaration of covenants, conditions and restrictions applicable to a Neighborhood within the Properties creating a Neighborhood Association or imposing use restrictions on the Lots and Units within the Neighborhood .

Section 1.27. "Neighborhood Expenses" shall mean the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular

