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**DECLARATION OF CONDOMINIUM
OF CEDAR RIDGE AT AUTUMN WOODS, A CONDOMINIUM**

CENTEX HOMES, a Nevada general partnership ("Developer"), hereby makes this Declaration of Condominium of Cedar Ridge at Autumn Woods, a Condominium ("Declaration") to be recorded amongst the Public Records of Collier County, Florida ("County"), where the "Land" (as hereinafter defined) is located, and states and declares:

1. SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit "Phase 7" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

2. NAME AND ADDRESS

The name of this condominium is Cedar Ridge at Autumn Woods, a Condominium ("Condominium" or "Cedar Ridge"). The street address of the Condominium is 7110 Wild Forest Court, Naples, Florida 34108.

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof, as described in the Supplemental Declaration and Declaration of Annexation of Autumn Woods Unit Four recorded in Official Records Book 2659, Pages 2385 through 2386, of the Public Records of the County ("Supplemental Declaration"). The legal description of the portion of the Land ("Initial Phase Land") constituting "Phase 7" of the Condominium Property (as hereinafter defined) is set forth on Exhibit B attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each

"Subsequent Phase" (Phases 1 through 6 and Phases 8 through 22) (as hereinafter defined) of the Condominium Property are also set forth on Exhibit B, attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. **"Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.**

4.2. **"Articles" mean the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference, and any amendments thereto.**

4.3. **"Association" means Cedar Ridge at Autumn Woods Condominium Association, Inc., a Florida corporation not for profit, organized to administer Cedar Ridge, including each Phase of this Condominium and having as its members the Home Owners and, subject to the other provisions of this Declaration, owners of any other condominium created within Cedar Ridge. The Association is a "Neighborhood Association" (as defined in the Community Documents).**

4.4. **"Autumn Woods" means the name given to the planned development being developed by Community Declarant in the County in accordance with the Community Declaration.**

4.5. **"Board" means Board of Directors of the Association.**

4.6. **"Bylaws" mean the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference, and any amendments thereto.**

4.7. **"Cedar Ridge" means a portion of the real property within Autumn Woods, more particularly described on Exhibit A hereto, upon which Developer intends to develop the Condominium. Cedar Ridge is one of the "Neighborhoods" (as defined in the Community Declaration) within Autumn Woods.**

4.8. **"Common Elements" mean:**

4.8.1. **The Condominium Property, other than the Home;**

4.8.2. **Easements through the Home for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Home and the Common Elements;**

4.8.3. **An easement of support in every portion of a Home which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;**

4.8.4. **Property and installations required for the furnishing of utility services and other services for more than one Home, the Common Elements, or a Home other than the Home containing the installation; and**

4.8.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.9. "Community Association" means Autumn Woods Community Association, Inc., a Florida corporation not for profit, organized to administer the Community Declaration and having among its members, all owners of fee simple title to a "Unit" which is subject to assessment by the Community Association (as such terms are defined in the Community Declaration), including the Home Owners.

4.10. "Community Declarant" means Centex Homes, a Nevada general partnership, and all of such entities' successors and assigns.

4.11. "Community Declaration" means the Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods recorded in Official Records Book 2311, Page 2426, et seq., of the Public Records and all supplements and amendments thereto, whereby portions of the real property at Autumn Woods are set aside from time to time by Community Declarant in accordance with the plan for development set forth therein and whereby the "Common Expenses" (as defined therein) of the land areas designated therein as "Common Areas" or "Common Property" are made specifically applicable to Home Owners to be collected by the Community Association. The Community Declaration authorizes Neighborhood Expenses (as defined therein) to be levied on the Home Owners.

4.12. "Community Documents" mean the Community Declaration, the Supplemental Declaration, the Articles of Incorporation and Bylaws of the Community Association, any rules and regulations promulgated by the Community Association and all of the documents and instruments referred to therein, and any amendments to any of the documents thereto.

4.13. "Condominium" means that portion of the Land in Cedar Ridge described in Exhibit A attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.14. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Home and the Common Elements. All easements within the Condominium Property described and set forth in this Declaration are intended to comply with Section 718.104(4)(m) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Community Declarant, the Community Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer or Community Declarant, the title to which is hereby specifically reserved unto Developer or Community Declarant, as the case may be, their respective successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until

and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.15. "County" means Collier County, Florida.

4.16. "Declaration" means this document and any amendments or supplements hereto.

4.17. "Developer" means Centex Homes, a Nevada general partnership, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Neighborhood Documents. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.18. "Home" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.19. "Home Owner" means "unit owner," as defined in the Act, and is the owner of a Home.

4.20. "Initial Phase" means those portions of the Land and improvements thereon submitted to the condominium form of ownership upon the recording of this Declaration and a Surveyor's Certificate of Substantial Completion as required by the Act, and shall consist of Phase 7.

4.21. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Home, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a New York State banking corporation or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Cedar Ridge and which holds a first mortgage upon such portion of Cedar Ridge as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Home; or (vi) any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Home; or (vii) Community Declarant, its successors and assigns; or (viii) Developer, its successors and assigns.

4.22. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.23. "Legal Fees" mean: (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

4.24. "Limited Common Element" means those Common Elements which are reserved for the use of certain Homes to the exclusion of other Homes as more particularly described in Paragraph 6.2 hereof.

4.25. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Home of which the Association has been notified pursuant to Paragraph 30.3 herein.

4.26. "Neighborhood Assessments" mean the assessments for which all Home Owners are obligated to the Association and include:

4.26.1. "Annual Assessment", which includes, but is not limited to, each Home Owner's annual share of funds required for the payment of Neighborhood Common Expenses as determined in accordance with this Declaration; and

4.26.2. "Special Assessments" which include any Neighborhood Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 21.3 herein.

4.27. "Neighborhood Common Expenses" mean common expenses for which the Home Owners are liable to the Association as defined in the Act and as described in the Neighborhood Documents (as opposed to Common Expenses and/or Neighborhood Expenses which are incurred by the Community Association pursuant to the Community Documents) and include:

4.27.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.27.2. Any other expenses designated, not inconsistent with the Act, as Neighborhood Common Expenses from time to time by the Board.

4.28. "Neighborhood Documents" mean in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.29. "Phase" or "Phases" mean that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.30. "Public Records" mean the Public Records of the County.

4.31. "Subsequent Phases" mean those portions of the Land and improvements thereon, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 1 through 6 and Phases 8 through 22.

5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE

5.1. Description of Improvements-Initial Phase

The portion of the Land and improvements in Phase 7 (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story residential building ("Building") which contains four (4) Homes, each of which is designated by a letter (representing the Phase) and a three digit number (e.g., "7-101") and is so referred to herein and in the Exhibits hereto. No Home bears the same designation as any other Home in the Condominium.

5.2. Initial Phase Survey

Annexed hereto as part of Exhibit B and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, a graphic description of the improvements in which the Home and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Home, its relative location and its approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

6.1. Subsequent Phases

6.1.1. Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases.

