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PICK UP

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HOLLOW AND MAHOGANY RUN,
COLLIER COUNTY, FLORIDA
AN AUTUMN WOODS NEIGHBORHOOD**

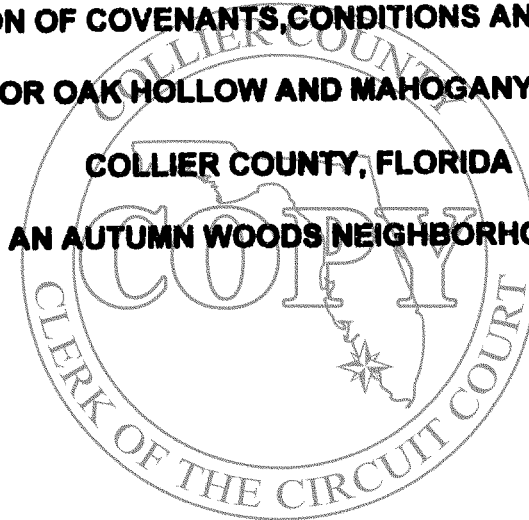


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EXHIBIT

- A Legal Description of Property Subject to this Declaration of Covenants, Conditions and Restrictions for Oak Hollow and Mahogany Run
- B Initial Neighborhood Common Property Dedicated to the Oak Hollow and Mahogany Run Neighborhood Association
- C Legal Description of the Undeveloped Parcel Eligible for Annexation to the Oak Hollow and Mahogany Run Neighborhood Declaration

- D Articles of Incorporation of Oak Hollow and Mahogany Run Neighborhood Association, Inc.
- E Bylaws of Oak Hollow and Magogany Run Neighborhood Associaion, Inc.



OR: 2348 PG: 3259

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HOLLOW AND MAHOGANY RUN,
COLLIER COUNTY, FLORIDA
AN AUTUMN WOODS NEIGHBORHOOD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW AND MAHOGANY RUN, is made on this 14th day of April, 1997, by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property in Collier County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference, herein referred to as the "Property" or "Neighborhood Property"; and

WHEREAS, Declarant desires to create an exclusive planned community known as Oak Hollow and Mahogany Run Neighborhood on the land described in Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

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 the Master Association hereinafter identified or any governmental entity lying within the rights-of-way or easements owned by or dedicated to such Master Association or governmental entity and serving the residents of the property and not being maintained by the Master Association or governmental entity;

WHEREAS, the land described in Exhibit "A" is part of the real property described in that certain instrument titled Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods recorded in Book ~~2311~~, Page ~~246~~ of the Public Records of Collier County, Florida, and is subject to the covenants, conditions, easements and restrictions therein established; and

WHEREAS, the Declarant desires to create a not-for-profit corporation to be known as the Oak Hollow and Mahogany Run Neighborhood Association, Inc. to own, operate and maintain the Neighborhood Common Property herein described for the benefit of the owners of Lots and Units within the Neighborhood Properties and for the other purposes herein set forth;

NOW THEREFORE, the Declarant declares that the real property described in attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Neighborhood Property in order to maintain within the Neighborhood Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

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

Section 1.1. "Architectural Review Committee - Master" or "ARC-M" shall refer to the committee established by the Board of Directors of the Master Association described in Article 8 of the Master Declaration.

Section 1.2. "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 of this Neighborhood Declaration.

Section 1.3. "Area of Common Responsibility" shall mean the Master Common Property, Neighborhood Common Property, together with those areas, if any, which by the terms of this Neighborhood Declaration or by contract or agreement with any other Neighborhood Association or the Master Association for portions of Autumn Woods which are not annexed to this Neighborhood Declaration, or governmental agency become the responsibility of the Neighborhood Association.

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

Section 1.5. "Autumn Woods" shall mean the property described in Exhibit "A" of the Master Association and other lands annexed thereto.

Section 1.6. "Board" or "Neighborhood Board" shall mean the Board of Directors of the Neighborhood Association, appointed or elected in accordance with the Bylaws of the Neighborhood 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. "Declarant" shall mean Centex Homes, a Nevada general partnership, and its successors and assigns who take title to any portion of the Neighborhood 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.

Section 1.9. "Exclusive Common Area" shall mean certain portions of the Neighborhood 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 Master Common Property shall be available for use by all Members of the Master Association 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 Exclusive Common Area to the Master Association or Neighborhood Association.

Except as set forth above with respect to Recreation Parcels, Parks, and Lakes, any portion of the Master 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 1.10. "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, Department of Veterans Affairs, 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 1.11. "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 and Storm Water Management System.

Section 1.12. "Lot" or "Lots" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Neighborhood Properties upon which in the future will be located an attached or detached single-family residential dwelling.

Section 1.13. "Master Association" shall mean and refer to the Autumn Woods Master Community Association, Inc., a Florida not-for-profit corporation created for the purposes set forth herein.

Section 1.14. "Master Common Area" or "Master 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 Neighborhood Declaration to Master Common Property or Master 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 "Master Common Property" shall also include any personal property acquired by the Master Association for the use and benefit of the Members. Master Common Property is specifically reserved for the use and benefit of all Owners of Lots or Units in the Master Property.

