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Naples, Florida 34108

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This Instrument Prepared by:
Mary A. Marnell, Esq.
Ruden, McClosky, Smith,
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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.

6.1.2. Subsequent Phase Surveys. Annexed hereto as part of Exhibits B hereto are the surveys, plot plans and graphic descriptions of improvements for the Subsequent Phases ("Phase 1 Survey," "Phase 2 Survey," "Phase 3 Survey," etc.). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 1 Survey, Phase 2 Survey, Phase 3 Survey, etc. (collectively, the "Subsequent Phase Surveys").

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Homes in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Homes which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

PHASES	NUMBER OF RESIDENTIAL BUILDINGS	NUMBER OF HOMES		
		Minimum	Planned	Maximum
1-6, 8-22	21	4	4	4

While Developer plans that the general size for each Home within Phases 1 through 9 which is a downstairs unit will be approximately one thousand four hundred eighty-eight (1,488) air conditioned square feet (excluding the lanai and garage), the general size for each Home within Phases 1 through 9 which is an upstairs unit will be approximately one thousand seven hundred fifty-nine (1,759) air conditioned square feet (excluding the lanai and garage), Developer reserves the right to include in the Condominium Homes contained within Phases 1 through 9 ranging in size from a minimum of one thousand two hundred (1,200) air conditioned square feet (excluding the lanai and garage), to a maximum of two thousand one hundred (2,100) air conditioned square feet (excluding the lanai and garage); the general size for each Home within Phases 10 through 22 which is a downstairs unit will be approximately one thousand six hundred thirty-two (1,632) air conditioned square feet (excluding the lanai and garage), and the general size for each Home within Phases 10 through 22 which is an upstairs unit will be approximately two thousand forty (2,040) air conditioned square feet (excluding the lanai and garage), Developer reserves the right to include in the Condominium Homes contained within Phases 10 through 22 ranging in size from a minimum of one thousand five hundred (1,500) air conditioned square feet (excluding the lanai and garage), to a maximum of two thousand three hundred (2,300) air conditioned square feet (excluding the lanai and garage). Square footage as used in this Paragraph was calculated from the center of the common wall to the outside of the exterior wall. However, please note that the common and exterior walls are portions of the Common Elements of the Condominium, rather than the Home itself.

6.1.4. Identification of Home. Each Home in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to the "Subsequent Phase Amendment" (as hereinafter defined), shall be identified by a number (representing the Phase) and a three digit number (i.e., 1-201 in Phase 1). No Home in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Home in the Condominium.

6.2. Limited Common Elements

6.2.1. Entrance Areas and Entrance Courts. Each area shown on the Initial Phase Survey or the Subsequent Phase Surveys as Entrance Area or Entrance Court shall be a Limited Common Element reserved for the exclusive use of the Home Owner(s) of the Home(s) adjacent thereto, which Entrance Areas and Entrance Courts shall be maintained by the Association.

6.2.2. A/C Land. Any land in each Phase upon which is situated all air conditioning equipment located outside a Home ("A/C Land"), including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

6.2.3. Driveways. Each area shown on the Initial Phase Survey or the Subsequent Phase Surveys as Driveway which is limited to the amount of space required to park a vehicle shall be a Limited Common Element reserved for the exclusive use of the Home Owner of the Home adjacent thereto, which Driveway shall be maintained by the Association.

6.2.4 Garages. The garage shown on the Initial Phase Survey or the Subsequent Phase Surveys for each Home shall be a Limited Common Element reserved for the exclusive use of the Home Owner of such Home. Developer reserves the right prior to construction of same to amend the plans for all garages, no matter how shown on the Initial Phase Survey or the Subsequent Phase surveys, from a one-car garage to a two-car garage, and vice versa, and from a side entry garage to a front entry garage, and vice versa. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior of the garage shall be maintained by the Association.

6.3 Intentionally omitted.

6.4. Subsequent Phases Containing Four Homes

Each of Phases 1 through 6 and Phases 8 through 22, if added to the Condominium Property pursuant to this Declaration by an amendment hereto, is intended to consist of the real property more particularly described in the Surveys attached hereto for each such Phase and made a part hereof, the improvements which are intended to include one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, four (4) Homes, and the Common Elements shown on the applicable Survey. The Survey for a particular Phase (as revised prior to the recordation of the Amendment adding such Phase) shall be attached to the Amendment adding such Phase. Developer shall provide no items of personal property for the Common Elements within such Phases. If such Phase is submitted to the Condominium Property pursuant to an Amendment, such Phase will be completed and the Amendment will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.5. Association Property

The improvements of the Association Property are intended to include certain drives, parking areas, landscaped areas, and the storm water management system, within Cedar Ridge. The Association shall maintain, repair and operate the Association Property and the costs and expenses associated with such maintenance and repair shall be a Neighborhood Common Expense, unless otherwise provided in the Community Declaration.

6.6. Changes in Subsequent Phases

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as such Phase is submitted to condominium ownership by recorded instrument in the Public Records of the County. An amendment changing such descriptions shall not require the execution thereof by the Condominium Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Home Owner, other than Developer, shares the Neighborhood Common Expenses and the Common Surplus or owns the Common Elements, in which event such Home Owner whose share of Common Elements, Neighborhood Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Home must consent in writing thereto; or (ii) such change materially and adversely affects a Home Owner, in which event such Home Owner and the Institutional Mortgagee of record holding the mortgage on the affected Home must consent thereto in writing or such amendment must be adopted in accordance with Article 28 hereof.

6.7. Addition of Subsequent Phases - No Prescribed Order

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Neighborhood Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Impact of Subsequent Phases on Initial Phase

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Home Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Home Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be four (4) Homes in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal one-fourth (1/4) undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Home in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on the total number of Homes contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Homes shall be eighty-eight (88). The number of Homes planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Paragraph 6.1.3 hereof.

7.2. Withdrawal Notice

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but

not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums.

8. UNDIVIDED SHARES IN COMMON ELEMENTS

8.1. Appurtenance

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Home shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on a fractional formula, the numerator of which shall be one (1) and the denominator of which at any time shall be the total number of Homes contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property at such time.

8.1.2. Right to Use Common Elements. Each Home shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Neighborhood Documents and subject to any limitations set forth in such Neighborhood Documents.

8.2. Share of Neighborhood Common Expenses and Common Surplus

The Neighborhood Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Home Owner's share of ownership of the Common Elements.

9. VOTING INTERESTS

9.1. Voting Interest

The Home Owner or Home Owners, collectively, of the fee simple title of record for each Home shall have the right to one (1) vote per Home ("Voting Interest") in the Association, regardless of the number of Phases which have been added to the Condominium Property or the number of Phases which have been created within Cedar Ridge, as to the matters on which a vote by the Home Owners is taken as provided in the Neighborhood Documents and the Act.

9.2. Voting By Corporation or Multiple Home Owners

The Voting Interest of the Home Owners of any Home owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a proxy signed by all of the Home Owners of such Home or, if appropriate, by properly designated officers, principals or general partners of the respective legal entity which owns the Home and filed with the Secretary of the Association ("Voting Certificate"). In the alternative, a proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof; provided, in no event shall any proxy be valid for a period longer than ninety (90) days unless a longer period may be specified by amendment to the Act, in which event such longer

period shall apply. If neither a proxy nor a Voting Certificate is on file, the Voting Interest associated with a Home where the designation of a Voting Member or execution of a proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose.

9.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Home is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Home owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Home without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

(iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Home, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose.

9.4. Voting by Proxy

Except as specifically otherwise provided in the Act, Home Owners may vote by general proxy, or by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.111(2)(b)(2) of the Act. To the extent permitted by law, a proxy, limited or general, may be used in the election of members of the Board.

9.5. Elections

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)(3) of the Act. Except for Developer-appointed Directors, Directors must be members of the Association or the spouses, parents or children of Members.

10. PLAN FOR DEVELOPMENT

10.1. Developer is the developer of Cedar Ridge in Autumn Woods located in Naples in the County. The Community Declaration sets forth Community Declarant's plan for development of Autumn Woods. Certain developments such as single family, condominium or commercial may be grouped together as a Neighborhood.

10.2. The Community Association is responsible for the maintenance of the "Common Area" or "Common Property" (as described in the Community Declaration) (collectively hereinafter referred to as "Common Area(s)"). Portions of Autumn Woods may be developed around and in conjunction with recreation-type clubs. These clubs may be public, private, equity or non-equity which may own and operate tennis, golf, swimming and social functions. The ownership of a Home does not confer any use rights to the facilities or membership in a club. Cedar Ridge is one of the Neighborhoods in Autumn Woods as more particularly described in the Community Declaration.

10.3. Community Declarant has recorded the Supplemental Declaration which submits the Land to the terms and provisions of the Community Declaration.

11. ASSOCIATION

11.1. Purpose of Association

The Association shall be the condominium association responsible for the operation of this Condominium and, subject to the other provisions hereof, certain other condominiums created within Cedar Ridge. In addition to being the entity responsible for the enforcement of the Neighborhood Documents within Cedar Ridge, the Association is also the entity primarily responsible for enforcing the Community Documents within the boundaries of Cedar Ridge. Each Home Owner shall be a member of the Association as provided in the Neighborhood Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

11.2. Member Approval of Certain Association Actions

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present) prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(i) the collection of Neighborhood Assessments;

(ii) the collection of other charges which Home Owners are obligated to pay pursuant to the Neighborhood Documents;

(iii) the enforcement of the use and occupancy restrictions contained in the Neighborhood Documents;

(iv) the enforcement of the restrictions of the sale and other transfer of Homes contained in the Neighborhood Documents;

(v) in an emergency where waiting to obtain the approval of the Home Owners creates a substantial risk of irreparable injury to the Condominium Property or the Home Owners but in such event, the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Home Owners); or

(vi) filing a compulsory counterclaim.

11.3. Acquisition of Property

The Association has the power to acquire title to property or otherwise hold, convey, lease and mortgage Association Property for the use and benefit of the Members. The purchase and conveyance of real property must be approved by the affirmative vote of sixty percent (60%) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present.)

The Association shall have the right to make or cause to be made structural changes and improvements ("Alterations") of the Common Elements and Limited Common Elements and Association Property which are approved by the Board and which do not prejudice the right of any Home Owner or Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Home Owner or Institutional Mortgagee, the consent of such Home Owner or Institutional Mortgagee so prejudiced shall be required before such alterations can be made or caused. If the cost of the Alterations exceed Twenty-Five Thousand Dollars ($25,000), the affirmative vote of sixty percent (60%) of the Home Owners, in accordance with the Neighborhood Documents, shall be required in addition to such Board approval, and the cost of such Alterations shall be assessed against the Home Owners in the manner provided in the Neighborhood Documents.

11.4. Conveyance to Association

The Association is obligated to accept any and all conveyances to it by Developer or the Community Association of a fee simple title, easements or leases to all or portions of their property.

11.5. Conveyance by Association

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

11.6. Relationship to the Community Association

11.6.1 The Community Association. Cedar Ridge is a component of the larger master planned community known as Autumn Woods. Cedar Ridge is a "Neighborhood" and the Association is a "Neighborhood Association" as those terms are defined in the Community Declaration. All Home Owners, lessees, and occupants of Homes in Cedar Ridge shall have access to and use of various services and facilities provided by the Community Association. Every Home Owner, by acceptance of a deed to a Home, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Community Declaration and that he or she is automatically a member of and subject to assessment by the Community Association in accordance with the terms of the Community Declaration. Each Home Owner covenants and agrees to pay all assessments levied against such Home Owner's Home by the Community Association or by the Association on behalf of the Community Association.

11.6.2 Supremacy of the Community Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to Neighborhood Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Community Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Community Association pursuant to the Community Documents. The Association shall take no action in derogation of the rights of the Community Association.

11.6.3 Cumulative Effect; Conflict. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Community Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Community Documents, the latter shall be superior to those of the Association. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Community Association.

12. EASEMENTS

12.1. Perpetual Nonexclusive Easement to Public Ways, the Condominium Property, and the Common Areas

The walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the Condominium Property, and the Common Areas, which easement is hereby created in favor of all the Home Owners in the Condominium now or hereafter existing for their use and for the use of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, telephone, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

12.2. Easements and Cross-Easements on Common Elements

In as much as the Condominium constitutes a part of Autumn Woods, Developer hereby declares that the Common Elements of the Condominium are a Neighborhood Common Area (as defined in the Community Declaration) to the Condominium and that shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer or Community Declarant, as applicable, to and from all portions of Autumn Woods for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and

necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

12.3. Association Property

Developer reserves the right for itself to grant such easements over, under, in and upon the Association Property as depicted on the Site Plan, in favor of itself, the Association, its designees and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, pest control, and access to publicly dedicated streets, and the like. In addition, upon the conveyance of the Association Property to the Association, Developer shall be deemed to have thereby granted to the Association the right to grant such easements over, under, in and upon the Association Property in favor of Developer, the Association, its designees, and others and appropriate utility and other service corporations or companies for the above-stated purposes. Either Developer or the Association shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by either Developer or the Association.

12.4. Easement for Encroachments

12.4.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.4.2. Air Space. Subject to Paragraph 7.2, all the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Home and the Home Owners thereof, their family members, guests, invitees and lessees for air space for any lanai of any Home, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Home in whose favor such easements exist.

12.4.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

12.5 Reservation for Periodic Inspections

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, it shall pay all costs

thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Home(s) from any damages resulting therefrom. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

13. LIABILITY INSURANCE PROVISIONS

13.1. Public Liability Insurance

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Cedar Ridge excluding the Homes; provided, however, that such policy or policies shall not have limits of less than One Million Dollars ($1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars ($100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Home Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Cedar Ridge, legal liability arising out of law suits related to employment contracts of the Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and such other risks as are customarily covered with respect to developments similar to Cedar Ridge in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," and waiver of subrogation or equivalent coverage, which would preclude the insuror from denying the claim of a Home Owner because of the negligent acts of either the Association, Developer or any other Home Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Home Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Home Owners as a group to a Home Owner. Each Home Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own Home and, if the Home Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

13.2. Fidelity Insurance

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained.

Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in such amounts as set forth in Section 718.111(11)(d) (in the event that the Act does not specify an amount then the bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Homes plus reserve funds); and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, in the event the Association determines that the insurance is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

13.3. Cancellation Provision

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Listed Mortgagees.

14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

14.1. Hazard Insurance

Each Home Owner shall be responsible for the purchase of casualty insurance for all of his or her personal property including the following equipment, if any, located within his or her Home, electrical fixtures, appliances, air conditioning or heating equipment, water heaters and built-in cabinets. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within Cedar Ridge, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within Cedar Ridge, including personal property owned by the Association, in and for the interest of the Association, all Home Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within Cedar Ridge in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Building" as used in this Article 14 does not include Home floor coverings, wall coverings or ceiling coverings. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and

such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

14.2. Flood Insurance

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in Cedar Ridge, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

14.3. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Cedar Ridge operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Homes within Cedar Ridge ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Homes within Cedar Ridge to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Home(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

14.4. Required Policy Provisions

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Home Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

14.5. Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Home Owners and/or their respective mortgagees.

14.6. Distribution of Insurance Proceeds and Losses

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Home Owners and mortgagees under the following terms:

14.6.1. Loss to Home Alone. In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Homes alone, without any loss to any other improvements within Cedar Ridge, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Home Owners of the Homes damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Home Owners to use such proceeds to effect necessary repair to the Homes. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Homes alone, the Common Elements or any combination thereof.

14.6.2. Loss of Fifty Thousand Dollars ($50,000) or Less to Homes and Common Elements. In the event that a loss of Fifty Thousand Dollars ($50,000) or less occurs to improvements within one (1) or more Homes and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Homes. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Homes, the proceeds shall be applied first to completely repair the improvements within

the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Homes, which apportionment shall be made to each Home in accordance with the proportion of damage sustained to improvements within said Homes as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Home and the cost of repair shall be paid by a Special Assessment.

14.6.3. Loss in Excess of Fifty Thousand Dollars ($50,000) to Homes and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars ($50,000) as a result of damages to the improvements within the Common Elements and/or Homes and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 14.6.3 (c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Homes contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Home Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Homes setting forth the date or dates of payment of the same, and any and all funds received from the Home Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 14.6.3 (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars ($25,000), and three-fourths (3/4) of the Home Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 7 hereof and shall promptly pay each share of such

proceeds to the Home Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Home Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Home Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

14.6.4. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Home Owners in proportion to their contributions by way of Special Assessment.

14.6.5. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

14.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Cedar Ridge, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by Community Declarant in accordance with the Community Declaration; provided, however, any material or substantial change in new plans and specifications approved by Community Declarant from the plans and specifications of Cedar Ridge as previously constructed shall require approval by the Lead Mortgagee.

14.6.7. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Homes alone, Common Elements alone or to improvements within any combination thereof.

14.6.8. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Home Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

14.6.9. Miscellaneous Policy Requirements. Policies insuring the property within Cedar Ridge purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Home Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Home Owners

who are not under the control of the Association; and the policy will be primary, even if a Home Owner has other insurance that covers the same loss.

14.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

15.1. Proceedings

The Association shall represent the Home Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

15.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Home Owners, the Home Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Home Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Home Owner.

15.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Home Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Homes will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

15.4. Home Reduced But Tenantable

If the taking reduces the size of a Home ("Affected Home") and the remaining portion of the Affected Home can be made tenantable, the award for the taking of a portion of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Home Made Tenantable. The Affected Home shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

15.4.2. Excess Distributed to Home Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Home Owner of the Affected Home and to each Institutional Mortgagee of the Affected Home, the remittance being made payable to the Home Owner and Institutional Mortgagees as their interests may appear.

15.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Home is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Home shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Home is reduced by the taking, and then the shares of all Homes in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Homes in proportion to their share of ownership in the Common Elements.

15.5. Affected Home Made Untenantable

If the taking is of the entire Affected Home or so reduces the size of an Affected Home that it cannot be made tenantable, the award for the taking of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.5.1. Payment to Home Owner and Institutional Mortgagee. The market value of the Affected Home immediately prior to the taking shall be paid to the Home Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Home. The remaining portion of the Affected Home, if any, shall be released by the Institutional Mortgagee and conveyed by the Home Owner to the Association. Such remaining portion of the Affected Home shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Neighborhood Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Homes that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Homes among the reduced number of Homes. The shares of the continuing Homes in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Home being allocated to all the continuing Homes in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Home to the Home Owner and to condition the remaining portion of the Affected Home for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Home Owners

who will continue as Home Owners after the changes in the Condominium effected by the taking. The Neighborhood Assessments shall be made in proportion to the shares of those Home Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Home. If the market value of an Affected Home prior to the taking cannot be determined by agreement between the Home Owner, the Institutional Mortgagees of the Affected Home and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Home; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Homes in proportion to the shares of the Homes in the Common Elements as they exist prior to the changes effected by the taking.

15.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Home Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

15.7. Amendment of Declaration

The changes in Homes, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Home Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30) day period is waived in writing by the Interested Parties.

16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

16.1. New Total Tax

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Home and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Neighborhood Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Home Owners of all Homes. Each Home Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Home Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Home and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Home and its appurtenant percentage interest in Common Elements.

16.2. Personal Property Taxes

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Neighborhood Common Expense in the Budget of the Association.

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use

The Homes shall be used for single-family residences only. No separate part of a Home may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No "time-share" is permitted. A Home may not be leased for a period of less than thirty (30) days nor more than three (3) times per calendar year. All leases must be in writing, and a copy of same must be delivered to the Association upon execution. A Home owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Neighborhood Documents.

17.2 Approval by Architectural Review Committee - Neighborhood of Improvements

As described in Article 8 of the Community Declaration, all buildings, structures, landscaping and improvements to be built in Autumn Woods, including the Condominium, must be approved by either or both the Architectural Review Committee-Master or the Architectural Review Committee-Neighborhood. The Community Declaration provides the procedure and method of obtaining such approval or approvals.

17.3. Nuisance

A Home Owner shall not permit or suffer anything to be done or kept in his or her Home which will: (i) increase the insurance rates on his or her Home, the Common Elements or any portion of Cedar Ridge; (ii) obstruct or interfere with the rights of other Home Owners or the Association; or (iii) annoy other Home Owners by unreasonable noises or otherwise. A Home Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Home, on the Common Elements or any portion of Cedar Ridge.

17.4. Signs

A Home Owner (with the exception of Developer, for so long as Developer is a Home Owner) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Cedar Ridge or in or upon his or her Home so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by the ARC-N and the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities.

17.5. Animals

Except as provided under the rules and regulations promulgated by the Association from time to time and the Community Declaration, a Home Owner shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property. No Home Owner is permitted to keep a domestic pet (i.e. dogs, cats and birds) in his or her Home either temporarily or permanently without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances may a pit bull be permitted on any portion of Cedar Ridge. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept on a leash when outside of a Home or in any screened lanai or patio, unless someone is present in the Home. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Cedar Ridge. If a dog or any other animal becomes obnoxious to the Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to dispose of the animal.

The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

17.6. Clotheslines

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Home shall be concealed from view from all portions of Cedar Ridge.

17.7. Window Decor

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. All window treatments installed within a Home which are visible from the exterior of the Home shall have a white backing, unless otherwise approved in writing by the Board. Window tinting is permitted provided that the type and method of tinting is first approved by the ARC-N and the Board.

17.8. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board, the Community Association, the ARC-N and the Community Declarant.

17.9. Antenna, Aerial and Satellite Dish

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Condominium Property, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those satellite dishes that are 18" in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Board may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Paragraph 17.9 shall not apply to the Developer or Community Declarant.

17.10. Litter

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in proper sized, closed plastic bags for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.11. Radio Transmission

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

17.12. Vehicles

Motor homes, trailers, recreational vehicles, boats, campers, motorcycles, trucks and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Cedar Ridge unless kept fully enclosed in a garage except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association and the Community Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

17.13. Garages

No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not in use. Garages are intended for the primary use of parking and storage of motor vehicles. Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas of the Condominium.

17.14. Projections

No Home Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

17.15. Condition of Homes

Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

17.16. Hurricane Season

The Condominium Association is responsible for monitoring each Condominium Unit during the hurricane season, and making preparations at such times as are appropriate and do not unduly interfere with the operation of the Condominium as a residential condominium. Such preparations may include, but are not limited to, removing all furniture, potted plants and other movable objects, if any, from the balcony or patio, if any, and designating a responsible firm or individual to care for the Condominium Unit should the Condominium Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Condominium Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Condominium Association, then the hurricane shutters will be made to conform by the Condominium Association at the Owner's expense or they shall be removed.

The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Home Owner within five business days after the Board's receipt of a written request for such Hurricane Standards.

17.17. Structural Modifications

A Home Owner may not make or cause to be made any structural modifications to his or her Home without the Board's and the ARC-N's prior written consent.

17.18. Tree Removal

Developer is using its best efforts to save as many, if any, of the existing trees on the Condominium Property as is possible during the construction of the Condominium. Developer makes no warranty or guarantee to Home Owners that all of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Neighborhood Common Expense. After the construction of the Condominium by Developer, no trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board and the ARC-N.

17.19. Board's Rule-Making Power

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners. The Board may promulgate, modify, alter, amend or

rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Neighborhood Documents and Community Documents; (ii) apply equally to all lawful Cedar Ridge residents without discriminating on the basis of whether a Home is occupied by a Home Owner or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Homes for sale in the ordinary course of business, would not be detrimental to the sales of Homes by Developer.

17.20. Limitations

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

17.21. Additional Restrictions

For additional restrictions which are applicable to the Condominium Property and the Home Owners, please refer to the Community Documents, as defined in this Declaration. In the event of a conflict between the provisions of this Declaration and the provisions of the Community Declaration, the provisions of the Community Declaration shall control; provided, however, that this Declaration and the other Neighborhood Documents may contain provisions more restrictive than contained in the Community Declaration and the other Community Documents, in which event such more restrictive provisions shall control.

18. PARKING SPACES

18.1. Parking Spaces shall be used and assigned in accordance with the provisions of this Article 18. The use of a Parking Space shall be an appurtenance to the Home to which it is assigned.

18.2. Assignment of Parking Spaces

Developer has the right, but not the obligation, to assign the use of a particular parking space ("Parking Space") located on the Condominium Property to a particular Home at the time the Home is originally acquired from Developer.

18.2.1. The use of Parking Spaces have been set aside for the exclusive use of the Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees as hereinafter more particularly set forth. Developer has determined that each Home Owner will be automatically assigned the Parking Space which comprises the driveway located in front of the garage of the respective Home, which is limited to the amount of space required to park the car. The use of such Parking Space shall thereupon be appurtenant to said Home and shall be deemed encumbered by and subject to any mortgage or to any claim thereafter encumbering said Home. Upon conveyance of or passing of title to the Home to which the use of such Parking Space is appurtenant, the Home Owner receiving such title shall automatically be assigned the Parking Space which comprises the driveway located in front of the garage of the respective Home to which the Home Owner received title.

18.2.2. Any Parking Space which is not assigned to a particular Home may be reserved by Developer for the exclusive use of Developer and its agents, contractors and lessees for so long as Developer owns one (1) or more Homes. Any unassigned Parking Space which is not reserved by Developer as set forth above is available solely in accordance with the rules and regulations promulgated by the Board.

Parking Spaces which have been set aside for the exclusive use of a Home Owner shall be Limited Common Elements and shall be maintained, repaired and replaced by the Association pursuant to Article 19 of this Declaration. The use of the Parking Spaces may be regulated and limited by rules and regulations promulgated by the Board.

19. MAINTENANCE AND REPAIR PROVISIONS

19.1. By Home Owners

19.1.1. Maintenance and Repair. Each Home Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Home and Limited Common Elements, including the interior of the garage, the garage door and appurtenant equipment and the following equipment or fixtures if located within his or her Home or on the Limited Common Elements assigned to his or her Home: electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets including any screening on his or her lanai, balcony, terrace or porch, all window panes and all interior surfaces within or surrounding his or her Home (such as the surfaces of the walls, ceilings and floors) and all exterior doors, casings and hardware therefor; and pay for any utilities which are separately metered to his or her Home. Every Home Owner must perform promptly all maintenance and repair work within his or her Home, as aforesaid, which if not performed would affect the Condominium Property, Cedar Ridge in its entirety or a Home belonging to another Home Owner. Each Home Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above-mentioned responsibilities may engender. Said Home shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board and the ARC-N as provided in this Declaration and the Community Declaration.

19.1.2. Alterations. No Home Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board and the ARC-N, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board and of the ARC-N, pursuant to Article 8 of the Community Declaration.

19.1.3. Painting and Board Approval. No Home Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including terraces, balconies, lanais, porches, doors or window frames (except for replacing window panes), etc. No Home Owner shall have any

exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board and of the ARC-N. The Board and the ARC-N shall not grant approval if, in their opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board and the ARC-N approvals are requested.

19.1.4. Duty to Report. Each Home Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, the responsibility for the remedying of which is that of the Association.

19.1.5. Use of Licensed Plumbers and Electricians. No Home Owner shall have repairs made to any plumbing or electrical wiring within a Home, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Home shall be paid for by and shall be the financial obligation of the Home Owner, unless such repairs are made in a Home to plumbing and electrical systems servicing more than one (1) Home.

19.1.6. Access by Board. The Association has the irrevocable right of access to each Home during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Home to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to another Home.

19.1.7. Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one (1) Home shall be maintained, replaced or repaired by the Home Owner whose Home is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

19.1.8. Liability for Actions. A Home Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Home Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

19.2. By the Association

19.2.1. Improvements. The responsibility of the Association is to repair, maintain and replace any and all improvements and facilities located upon the Common Elements and the Association Property, including the Parking Spaces, streets and drives as otherwise provided herein.

Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, services related to drainage areas painting, structural upkeep, roads, sidewalks, parking areas, drives, streets and driveways. The Association shall maintain and repair all exterior walls of the Buildings, including the exterior walls of the Buildings contained within screened lanais, but excluding the screened enclosure itself.

19.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water and surface water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Home.

19.2.3. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Neighborhood Common Expense.

19.2.4. Maintenance of Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Neighborhood Common Expense. Such maintenance may include, but is not limited to, grass cutting, tree trimming, sprinkling, fertilizing, spraying, and maintaining and operating any amenities or structures established in such areas. The Association shall also be responsible for maintaining and irrigating the landscaping on the Community Association Common Area adjacent to the Association to the edge of any pavement, water's edge, or Open Space (as such term is defined in the Community Declaration).

19.2.5. Open Space and Buffers. Any property conveyed or dedicated to the Association which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

19.2.6. Surface Water and Storm Water Management System. The Community Association shall be responsible for the cost of maintaining any portion of the surface water and storm water management system contained in the "Open Space", as defined in the Community Declaration, located within Cedar Ridge, for the benefit solely or primarily of only one or more Neighborhood(s). (This could include, for example, drainage swales.)

19.3 Developer's Warranties

Notwithstanding anything contained in this Article 19 to the contrary, each Home Owner acknowledges and agrees that Developer shall be irreparably harmed if a Home Owner undertakes the repair or replacement of any defective portion of a Home, a Building, the Common Elements or any other real or personal property constituting the Condominium Property during the time in which Developer is liable under any warranties in connection with the sale of any Home. Accordingly, each Home Owner hereby agrees (i) to promptly, upon such Home Owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each such defective portion, upon the receipt of which Developer shall have thirty (30) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period, such Home Owner may repair or replace same. If any Home Owner fails to comply with the provisions of this Paragraph 19.3, such Home Owner will be deemed to have breached his or her obligation to mitigate damages and such Home Owner's conduct shall constitute an aggravation of damages.

19.4. Conformity with Community Declaration

Notwithstanding anything contained in this Article 19 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Community Declaration and Supplemental Declaration and all other valid terms and provisions thereof.

20. NEIGHBORHOOD ASSESSMENTS FOR NEIGHBORHOOD COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

20.1. Affirmative Covenant to Pay Neighborhood Common Expenses

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Home Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Homes and the Home Owners thereof the affirmative covenant and obligation to pay the Neighborhood Assessments including, but not limited to, the Annual Assessments. Each Home Owner, by acceptance of a deed or other instrument of conveyance for a Home, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Neighborhood Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Home therein.

20.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 21 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees

as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Neighborhood Assessments are hereby declared to be a charge on each Home and shall be a continuing lien upon the Home against which each such Neighborhood Assessment is made. Each Neighborhood Assessment against a Home together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed. The Association's statutory lien for Neighborhood Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

20.2.1. Personal Obligation. Each Neighborhood Assessment against a Home, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed.

20.2.2. Institutional Mortgagees. To the extent permitted by law, an Institutional Mortgagee or other person who obtains title to a Home by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Home by deed in lieu of foreclosure, shall not be liable for the unpaid Neighborhood Assessments that became due prior to such acquisition of title, unless the payment of Neighborhood Assessments was secured by a claim of lien recorded by the Association prior to the recording of the first mortgage. It is acknowledged that as of the date of recording this Declaration, the Act provides that a first mortgagee who acquires title to a Home by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Neighborhood Assessment that became due prior to the mortgagee's receipt of the deed, however, the mortgagee's liability is limited to a period not exceeding six (6) months, or one percent (1%) of the original mortgage debt, whichever amount is less. In the event the Act is amended to reduce the liability of a first mortgagee or other person who acquires title to a Home by foreclosure or deed in lieu of foreclosure, the first mortgagee or person acquiring title shall receive the benefit of such reduced liability. Neighborhood Assessments which are not due from such Institutional Mortgagee, shall become a Neighborhood Common Expense collectible from all Home Owners pursuant to Paragraph 22.9 hereof.

20.3. Enforcement

In the event that any Home Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Home within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

(i) To advance, on behalf of the Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association

shall not waive the default of the Owner in failing to make its payments;

(ii) To accelerate the entire amount of any Assessments for the remainder of the calendar year, but not less frequently than quarterly unless a claim of lien is recorded prior to the acceleration for the delinquent assessments, in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;

(iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

(iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

21. METHOD OF DETERMINING, ASSESSING AND COLLECTING NEIGHBORHOOD ASSESSMENTS

The Neighborhood Assessments as hereinafter set forth and described shall be assessed to and collected from Home Owners on the following basis:

21.1. Determining Annual Assessment

21.1.1. Expenses. The total anticipated Neighborhood Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Neighborhood Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Homes based upon each Home's share of the Neighborhood Common Expenses, which allocated sum, together with each Home Owner's share of "Common Expenses" as determined in accordance with the Community Declaration, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Neighborhood Common Expenses are insufficient to meet the actual Neighborhood Common Expenses being incurred, in which event the anticipated Neighborhood Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

21.1.2. Assessment Payment. The Annual Assessment shall be payable quarterly in advance on the first day of each quarter of a calendar year. The Association may at any time require the Home Owners to maintain a minimum balance on deposit with the Association to cover future installments of Neighborhood Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Home.

21.2. Developer's Guarantee

From the recording of this Declaration until December 31, 2000, Developer guarantees that assessments for Neighborhood Common Expenses of the Association, exclusive of Community Association Assessments which may be collected for the Community Association by the Association, will not exceed Six Hundred Fifty Seven Dollars ($657.00) per quarter. Developer will pay all Neighborhood Common Expenses not paid for by assessments of Homes ("Guarantee for Neighborhood Common Expenses"). Developer's guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. The expiration of the guarantee period is December 31, 2000; provided, however, that the Guarantee for Neighborhood Common Expenses shall terminate on the date when control of the Association is turned over to Home Owners other than the Developer in the event the date when control of the Association is turned over to Home Owners other than the Developer occurs prior to December 31, 2000.

Developer reserves the right to extend the guarantee period for one year to December 31, 2001; provided, however, the guarantee shall terminate on the date when control of the Association is turned over to Home Owners other than the Developer in the event the date when control of the Association is turned over to Home Owners other than the Developer occurs prior to December 31, 2001.

Neighborhood Assessments determined as provided in Paragraph 21.1 of this Declaration or the Bylaws shall be determined and made commencing January 1, 2000, if Developer does not choose the option to extend the guarantee, or January 1, 2001, if Developer chooses the option to extend the guarantee or the date when control of the Association is turned over to Home Owners other than the Developer, whichever is the sooner to occur and Developer will pay any such Neighborhood Assessments for any of the Homes owned by Developer from and after such date.

21.3. Special Assessments

In addition to the Annual Assessment, Home Owners shall be obligated to pay such Special Assessments as shall be levied by the Board in accordance with the Bylaws against their Home either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Home or in otherwise enforcing the provisions of the Neighborhood Documents or the Community Documents; (iii) the failure or refusal of other Home Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Neighborhood Documents or the Act.

22. NEIGHBORHOOD COMMON EXPENSES

The following expenses are declared to be Neighborhood Common Expenses of the Condominium which each Home Owner is obligated to pay to the Association as provided in this Declaration, the Neighborhood Documents and Community Documents. In addition to the Neighborhood Assessments payable to the Association, each Home Owner is obligated to pay to the Community Association Neighborhood Expenses, if any, levied against the Homes in Cedar Ridge to cover any Neighborhood Expenses, as such term is defined in the Community Declaration.

22.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements, Association Property and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Neighborhood Common Expenses.

22.2. Utility Charges

All charges levied for utilities providing services for the Common Elements and Association Property, whether they are supplied by a private or public firm shall, as appropriate, be considered Neighborhood Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Association Property and the Common Elements. It is contemplated that there shall be one meter for water and sewer lines to each Building or group of Buildings. All charges related to such lines shall be a Neighborhood Common Expense.

22.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property, Association Property, or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Neighborhood Common Expenses, commencing with the recordation of this Declaration and even before such property is owned by the Association.

22.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements, or any property owned or to be owned by the Association as contemplated by this Declaration, by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Neighborhood Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Neighborhood Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 21.3 of this Declaration. The Association agrees that

it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

22.5. Maintenance, Repair and Replacements

Neighborhood Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, or any property owned or to be owned by the Association as contemplated by this Declaration, including landscaping, streets, drives, utility lines, lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Community Declaration, the other Community Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property, or any property owned or to be owned by the Association as contemplated by this Declaration, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 21.3 of this Declaration.

22.6. Administrative and Operational Expenses

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Neighborhood Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property, Association Property and obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Neighborhood Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

22.7. Indemnification

The Association covenants and agrees that it will indemnify and hold harmless Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property, Association Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer may be

compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

22.8. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements, and any property owned or to be owned by the Association as contemplated by this Declaration, to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Neighborhood Common Expense.

22.9. Failure or Refusal of Home Owners to Pay Annual Assessments

Funds needed for Neighborhood Common Expenses due to the failure or refusal of Home Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Neighborhood Common Expenses and properly the subject of a Neighborhood Assessment.

22.10. Extraordinary Items

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

22.11. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Neighborhood Documents or the Community Declaration must also be approved by a majority vote of the Home Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property, and any property owned or to be owned by the Association as contemplated by this Declaration, which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

22.12. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements, and any property owned or to be owned by the Association as contemplated by this Declaration, and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Neighborhood Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and

shall remain the exclusive property of the Association and no Home Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

22.13. Miscellaneous Expenses

Neighborhood Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements and any property owned or to be owned by the Association as contemplated by this Declaration, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Common Expense by the Board.

22.14. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be a Neighborhood Common Expense commencing with the recordation of this Declaration.

23. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

23.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Homes and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Home shall be deemed to describe the entire Home owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

23.2. Incorporation of Section 718.107

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

24. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Neighborhood Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Neighborhood Documents or the Act shall not be affected.

25. PROVISIONS RELATING TO INTERPRETATION

25.1. Titles

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

25.2. Gender

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

25.3. Member

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

25.4. Rule Against Perpetuities

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

26. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Home Owner shall be governed by and shall comply with the Act and all of the Neighborhood Documents as such Neighborhood Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Home Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Neighborhood Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Home Owner to comply with the terms of the Neighborhood Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Home Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Neighborhood Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Neighborhood Documents.

27. PROVISIONS FOR ALTERATIONS OF HOMES BY DEVELOPER

27.1. Developer's Reserved Right

Developer reserves the right to non-materially alter, change or modify the interior design and arrangement of all Homes and to alter the boundaries between the Homes as long as Developer owns the Homes so altered (which alterations in Developer's Homes are hereinafter referred to as the "Developer Alterations"). Any material changes shall require the majority approval of the voting interests in the Condominium.

27.2. Developer Alterations Amendment

Any Developer Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Homes owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 28 hereof.

In the event the Developer Alterations do not require an amendment in accordance with the above provisions, then as long as Developer owns the Homes being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Home Owners or lienors or mortgagees of the Homes, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the approval of a majority of the voting interests in the Condominium is required.

28. PROVISIONS FOR AMENDMENTS TO DECLARATION

28.1. General Procedure

Except as to the Amendment described in Paragraph 27.2 hereof, and the matters described in Paragraphs 28.2, 28.3, 28.4, 28.5, 28.6 and 28.7 below and except where a greater percentage vote is required by this Declaration for certain action (in which case such greater percentage shall also be required to effectuate an amendment) (e.g., Paragraph 11.2 herein), this Declaration may be amended at any regular or special meeting of the Home Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Home Owners; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Mortgagees.

28.2. Material Alteration

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Home in any material fashion, materially alter or modify the appurtenances to such Home, change the proportion or percentage by which the Home Owner shares the Neighborhood Common Expenses and owns the Common Surplus and Common Elements or the Home's voting rights in the Association, unless: (i) the record owner of the Home and all record holders of liens on the Home join in the execution of the amendment; and (ii) all the record Home Owners of all other Homes approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Home Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 28.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Homes encumbered by mortgages held by Institutional Mortgagees.

28.3. Defect, Error or Omission

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Home Owners to consider amending the Declaration or other Neighborhood Documents. Upon the affirmative vote of one-third (1/3) of the Home Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Mortgagees.

28.4. Rights of Developer and Institutional Mortgagees

No amendment shall be passed which shall materially impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Neighborhood Documents without the specific written approval of Developer, the Association or any Institutional Mortgagees affected thereby. The consent of such Institutional Mortgagee may not be unreasonably withheld. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the covenants contained in Article 10 herein relative to the plan for development for Cedar Ridge. In addition, any amendment that would affect the surface water management system, including the water management portions of the Common Elements and Association Property, if any, must have the prior approval of the South Florida Water Management District and Community Declarant.

28.5. Scrivener's Error

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of

the Board without the consent of the Home Owners provided that such amendment does not materially and adversely affect the rights of Home Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

28.6. Amendments Required by Secondary Mortgage Market Institutions

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Home Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its zoning criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

28.7. Veterans Administration Approval

In the event that the Condominium receives Veterans Administration project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, excluding amendments to add phases, while Developer is in control of the Association must be approved by the Administration of Veteran Affairs.

28.8. Amendments Regarding Tenants

Any amendment to any of the Neighborhood Documents granting the Association or the Board the right to approve or in any manner screen tenants or purchasers of any Home Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present).

28.9. Neighborhood Documents and Community Documents

The Articles, Bylaws and other Neighborhood Documents shall be amended as provided in such documents. The Community Declaration, Articles of Incorporation of the Community Association and Bylaws of the Community Association shall be amended as provided in the respective Community Documents.

28.10. Form of Amendment

To the extent required by the Act, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, if however, the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and

hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision ____ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

29. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER

29.1. Developer's Right to Transact Business

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Cedar Ridge any business necessary to consummate the sale, lease or encumbrance of Homes including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements, Association Property and show Homes and including the right to carry on construction activities of all types necessary to construct all improvements in Cedar Ridge pursuant to the plan for development as set forth in Article 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to utilize the models for other communities located in Autumn Woods, as Developer and/or any of Developer's affiliates as developers of other communities in Autumn Woods may so determine, in their sole discretion.

29.2. Assignment

This Article 29 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth in Article 29 may be assigned in writing by Developer in whole or in part.

30. GENERAL PROVISIONS

30.1. Withdrawal Notice and Other Homes

30.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units, other than the Homes within the Condominium ("Other Homes"), upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

30.1.2. Rights of Home Owners of Other Homes to Use "Common Areas", Association Property and Easements Created for Access. In the event that Developer constructs Other Homes, the owners of such Other Homes ("Other Home Owners") and their family members, guests, invitees, and lessees may have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements

which comprise the Association Property in the same manner and with the same privileges as Home Owners have or may have from time to time; (ii) a perpetual nonexclusive easement over, across and through the Association Property for the use and enjoyment thereof and from and to public ways, including dedicated streets; and (iii) the right to use and enjoy the "Common Areas." Home Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets and the Association Property subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Association Property or the easements created by this Paragraph 30.1.2 which do not apply uniformly to the Home Owners, Other Home Owners and their respective family members, guests, invitees and lessees.

30.1.3. Obligations of Other Homes. In the event that Developer develops Other Homes, the Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the expenses ("Other Home Expenses") anticipated to be incurred by the Association to administer, operate, maintain, repair, and improve the Association Property including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to the Association Property. The Other Home Expenses shall be assessed equally among all existing Homes and the "Other Homes Subject to Neighborhood Assessment" (as hereinafter defined). Each Home's share of the Other Home Expenses shall be the product of the multiplication of the Other Home Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Homes" (as hereinafter defined). Each Other Home Subject to Neighborhood Assessment shall also be responsible for its proportionate share of any expense with respect solely to the Association Property which would be subject to a Special Assessment against Homes. "Other Homes Subject to Neighborhood Assessment" shall mean the total number of Other Homes developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which the Developer has recorded amongst the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon the Association Property, which shall become subject to assessment as provided in Paragraph 30.1 upon the recording amongst the Public Records of a declaration of condominium submitting such Other Homes to the condominium form of ownership. "Total Homes" as used herein shall mean the sum of the number of Homes within the Condominium and the number of Other Homes Subject to Neighborhood Assessment as determined from time to time. In the event of condemnation of any Other Homes Subject to Neighborhood Assessment, assessments against such Other Units Subject to Neighborhood Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Homes.

30.1.4. Liens upon Other Homes. There shall be a charge on and continuing lien upon all Other Homes Subject to Neighborhood Assessment against which assessment is made as provided in Paragraph 30.1 which shall be subject to all provisions herein to which Homes are subject, including, but not limited to, the rights of foreclosure of Other Homes Subject to Neighborhood Assessment and such right shall be set forth in the documents establishing the Other Homes.

30.1.5. Conflict with Other Provisions. The matters set forth in Paragraphs 30.1.2, 30.1.3 and 30.1.4 shall only become applicable if, as and when Developer develops Other Homes, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraphs 30.1.2, 30.1.3 and 30.1.4 and the terms and provisions of any other Paragraphs in this Declaration. Amendment of this Article 30 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Homes or Other Homes or any portion of the Land upon which they can be built and by a majority of the Other Home Owners, if any.

30.1.6. Merger. In the event Developer develops Other Homes which are submitted to the condominium form of ownership, the Association may merge the condominiums operated by the Association by prior notice to the Florida Bureau of Condominiums, by calling a special meeting for such purpose and obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws, as well as the submission to the Florida Bureau of Condominiums of a copy of the recorded merger certified by the County Clerk.

30.2. Severability

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

30.3. Rights of Mortgagees

30.3.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Neighborhood Documents and the books, records and financial statements of the Association to Home Owners, prospective purchasers and the holders, insurers or guarantors of any first mortgages encumbering Homes. In addition, evidence of insurance shall be issued to each Home Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

30.3.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Home and the legal description of such Home, the Association shall provide such Listed Mortgagee with timely written notice of the following:

30.3.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Home encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

30.3.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

30.3.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Home; and

30.3.2.4. Any failure by a Home Owner owning a Home encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Neighborhood Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Home Owner where such failure or delinquency has continued for a period of sixty (60) days.

30.3.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

30.3.4. Right to Cover Cost. Developer (until the date when control of the Association is turned over to Home Owners other than the Developer) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home. Further, Developer (until the date when control of the Association is turned over to Home Owners other than the Developer) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

30.4. Developer Approval of Association Actions

Notwithstanding anything in this Declaration to the contrary, while Developer holds Homes for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(i) Assessment of Developer as a Home Owner for capital improvements; and

(ii) Any action by the Association that would be detrimental to the sale or leasing of Homes by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Neighborhood Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Homes.

30.5. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Home Owner, at the address of the person whose name appears as the Home Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Home Owner; (ii) the Association, certified mail, return receipt requested, at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108, or such other address as the Association shall hereinafter notify Developer and the Home Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Home Owners. Upon request of a Home Owner the Association shall furnish to such Home Owner the then current address for Developer as reflected by the Association records.

30.6. No Time-Share Estates

Pursuant to the requirements of Section 718.403(f) of the Act, it is hereby specified that no time share estates will be created with respect to Homes in any Phase.

30.7. Assignment of Developer's Rights

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration.

30.8. Lease

A lessee of a Home shall by execution of a lease, be bound by all applicable terms and provisions of this Declaration and be deemed to, accept his or her leasehold estate subject to this Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Association to fulfill all obligations imposed pursuant thereto. Each Home Owner, by his/her acceptance of a deed to a Home thereby assigns to the Association the right to collect rent from any lessee of a Home, in the event such Home Owner is delinquent in paying his/her Neighborhood Common Expenses to the Association. After collecting any such rent, the Association may deduct any late Neighborhood Assessments, Interest and Legal Fees and remit any balance to the Home Owner. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association upon execution.

30.9. Documents

Any person reading this Declaration is hereby put on notice that this Condominium is part of Autumn Woods and, as such, is subject to the Community Declaration, and the Supplemental Declaration, as such documents may be amended from time to time. These documents and all amendments thereto are superior to this Declaration and should be read in conjunction with this Declaration and other Neighborhood Documents.

30.10. Security

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL HOME OWNERS AGREE TO HOLD DEVELOPER, COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, DEVELOPER, ANY SUCCESSOR COMMUNITY DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, DEVELOPER, ANY SUCCESSOR COMMUNITY DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL HOME OWNERS AND OCCUPANTS OF ANY HOME, AND TENANTS, GUESTS AND INVITEES OF A HOME OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE COMMUNITY ASSOCIATION AND ITS BOARD, DEVELOPER, COMMUNITY DECLARANT, ANY SUCCESSOR COMMUNITY DECLARANT, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, THE COMMUNITY ASSOCIATION AND ITS BOARD, COMMUNITY DECLARANT AND ANY SUCCESSOR COMMUNITY DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE COMMUNITY ASSOCIATION AND ITS BOARD, COMMUNITY DECLARANT AND ANY SUCCESSOR COMMUNITY DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOME OWNER OR OCCUPANT OF ANY HOME, OR

ANY TENANT, GUEST OR INVITEE OF A HOME OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

31. PROVISIONS RELATING TO TERMINATION

31.1. Survival of Certain Obligations and Restrictions

In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Home Owners by taking title to a Home covenant and agree, that the documents providing for such termination shall require: (i) that any improvements upon what now comprises or hereafter shall comprise the Condominium Property shall be for residential use only and shall contain residential homes of a number not in excess of the number of Homes now or hereafter in the Condominium; and (ii) the Home Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph 31.3 below) shall remain obligated to pay their share of the Neighborhood Common Expenses and expenses due the Community Association, which will continue to be allocated to the Condominium Property in the manner provided in the Neighborhood Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies available at law or in equity.

31.2. Manner of Termination

This Declaration may be terminated by prior notice to the Florida Bureau of Condominiums, by the affirmative written consent of Home Owners owning eighty percent (80%) of the Homes then part of the Condominium, and the written consent of all Listed Mortgagees then holding mortgages encumbering Homes in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose shall also be required; also provided that, for so long as Developer owns a Home in the Condominium, Developer must consent in writing to such termination, as well as the submission to the Florida Bureau of Condominiums of a copy of the recorded termination certified by the County Clerk.

31.3. Ownership of Common Elements

In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Home Owners, pro rata, in accordance with the percentage each Home Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Home Owner shall continue to be responsible and liable for his or her share of the Neighborhood Common Expenses under the Community Declaration, and any and all lien rights provided for in this Declaration or elsewhere

shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective percentage shares of the Home Owners thereof as tenants in common.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 20 day of July, 2000.

WITNESSES:

CENTEX HOMES, a Nevada general partnership
By: CENTEX REAL ESTATE CORPORATION
a Nevada corporation
Its: General Partner

By: _____
TIMOTHY J. RUEMLER, Division President

Wendy A. McLaughlin
WENDY A. McLAUGHLIN
Printed Name

Daniel Halloran
DANIEL J. HALLORAN
Printed Name

Attest: _____
MICHAEL S. McLEOD, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20 day of July, 2000 by TIMOTHY J. RUEMLER and MICHAEL S. McLEOD, the Division President and Secretary respectively of CENTEX REAL CORPORATION, a Nevada corporation, as the General Partner of CENTEX HOMES, a Nevada general partnership, on behalf of the corporation, who are personally known to me. They affixed thereto the seal of the corporation.

Tamara J. Ludwig
Notary Public
Tamara J. Ludwig
Typed, Printed or Stamped Notary Name

My Commission Expires:

TAMARA JO LUDWIG
MY COMMISSION # CC 672810
EXPIRES: December 2, 2001
Bonded Thru Notary Public Underwriters

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
CEDAR RIDGE AT AUTUMN WOODS, A CONDOMINIUM

Legal Description of the Land

Please refer to the legal descriptions for Phases 1 through 22 of Cedar Ridge at Autumn Woods, a Condominium, which are part of Exhibit B hereof, which in the aggregate comprise the Land.

EXHIBIT B
DECLARATION OF CONDOMINIUM
OF
CEDAR RIDGE AT AUTUMN WOODS, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans
and Graphic Descriptions of Improvements
for Phases 1 through 22

EXHIBIT A-1
PAID TAX RECEIPT

1999 COLLIER COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

DISCOUNT EARNED	4% IN NOV	3% IN DEC	2% IN JAN	1% IN FEB	0% IN MAR
AMOUNT DUE	5,972.10	6,034.31	6,096.52	6,158.73	6,220.94

[redacted]

ASSESSED	652,100	3.5413	1,601.02	COUNTY
		5.1640	2,334.64	SCHOOL - STATE
		2.5960	1,173.63	SCHOOL - LOCAL
				CITY
TAXABLE	652,100	.6625	299.57	DEPENDENT
		.5620	254.08	WATER MGT.
		1.1923	539.04	MSTU - GENERAL
		.0420	18.99	MSTU - LIBRARY
		13.7601	6,220.94	
				ROADS
				WATER/SEWER
				COMM. IMPROVE.
				GARBAGE
				COMBINED TOTAL

[redacted]

COLLIER COUNTY TAX COLLECTOR
COURTHOUSE COMPLEX - BUILDING C-1
NAPLES, FLORIDA 34112-4987

[redacted] 133 [redacted]

CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES FL 34108-2734

[redacted] 22 59700 0302
AUTUMN WOODS UNIT FOUR
TRACT V

PAID - 11/30/99 5,972.10
RECE 4242.00
GUY GARRISON Carlton COLLECTOR

BEWARE

WilsonMiller

New Directions in Planning, Design & Engineering

SURVEYORS CERTIFICATE

As to Cedar Ridge at Autumn Woods, a Condominium, Phase "7", ONLY, being a part of Tract "V", Autumn Woods Unit Four, Plat Book 32, pages 75-83, Collier County, Florida;

I, JOHN P. MALONEY, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made to Phase "7", Cedar Ridge at Autumn Woods, a Condominium, Phase "7" ONLY, being a part of Tract "V", Autumn Woods Unit Four, Plat Book 32, pages 75-83, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3. That the applicable sheets of WilsonMiller, Inc., Drawing 2G-574, as revised, July 3rd, 2000, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements, limited common elements and of each unit;

4. That all planned improvements, serving said building, including landscaping, utility services, common element facilities and access to the units are substantially completed.

WILSON, MILLER, INC.
Registered Engineers and Land Surveyors

John P. Maloney Date: 7-03-2000
By: John P. Maloney, P.S.M. LS#4493

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 3rd day of July, 2000, by JOHN P. MALONEY, who is personally known to me and who did not take an oath.

By: Colleen C. Hofferber
Notary Public

COLLEEN C. HOFFERBER
MY COMMISSION # CC 832549
EXPIRES: May 3, 2003
Bonded Thru Notary Public Underwriters

WilsonMiller

New Directions In Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book 32, pages 78-83 , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 7, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.

Thence along the east line of said Section 3, North 01°18'10" West 1159.23 feet;
thence leaving said east line, South 88°41'50" West 1044.86 feet to the Point of Beginning;
thence North 82°53'47" West 108.39 feet;
thence North 07°06'13" East 152.26 feet;
thence easterly 40.54 feet along the arc of a non-tangential circular curve concave northerly having a radius of 300.00 feet through a central angle of 07°44'33" and being subtended by a chord which bears North 84°19'01" East 40.51 feet;
thence North 80°26'44" East 22.05 feet;
thence easterly 80.20 feet along the arc of a circular curve concave southerly having a radius of 100.00 feet through a central angle of 45°56'58" and being subtended by a chord which bears South 76°34'47" East 78.06 feet to a point of compound curvature;
thence southerly 45.41 feet along the arc of a circular curve concave westerly having a radius of 30.00 feet through a central angle of 86°43'08" and being subtended by a chord which bears South 10°14'44" East 41.19 feet to a point of reverse curvature;
thence southwesterly 127.11 feet along the arc of a circular curve concave southeasterly having a radius of 550.00 feet through a central angle of 13°14'31" and being subtended by a chord which bears South 26°29'35" West 126.83 feet to the Point Beginning.
Subject to easements and restrictions of record.
Containing 0.50 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: J. P. Maloney
John P. Maloney, P.S.M. #4493

Date 7.3.2000

Ref. 2G-574, sheet 2
Not valid unless embossed with the Professional's seal.

OR: 2701 PG: 0851

Naples Fort Myers Sarasota Bradenton Tampa
3200 Bailey Lane, Suite 200 Naples, Florida 34105-8507 941-649-4040 ☎ 941-643-5716
www.wilsonmiller.com

CEDAR RIDGE AT AUTUMN WOODS, A CONDOMINIUM
SURVEY NOTES

1. DESCRIPTION OF HOMES

Each Home shall consist of that part of the building containing such Home that lies within the boundaries of the Home, which boundaries are as follows:

A. Upper boundaries

1. The upper boundary of first-floor Homes shall be horizontal plane of the lowest surface of the unfinished ceiling slab of the Home and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.

2. The upper boundary of the second story Homes shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.

3. The upper boundary of the portion of the Homes comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. Lower boundaries

The lower boundary of all homes shall be horizontal plane of the unfinished floor slab of that Home and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. Perimetrical boundaries

The perimetrical boundaries of a Home shall be the following boundaries extended to an intersection with upper and lower boundaries

1. Exterior building walls

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Home and as to the lanai which is part of a home, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. Interior building walls

The vertical planes of the innermost unfinished surface of the party walls dividing such Homes extended to intersections with other perimetrical boundaries.

D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors or any type, including the locks, hinges and other hardware thereof, and all framing and casings thereof shall be included n the boundaries of the Home.

E. Air conditioning units

The boundaries of each Home shall also be deemed to include all integral parts of the air conditioning unit located within the Home.

F. Excluded from Homes

The home shall not be deemed to include utility services which may be contained within the boundaries of the Home, but which are utilized to serve common elements and/or a home or Homes other than or in addition to the Home within which contained. Such utility services are not common elements, but may be the maintenance responsibility of the Association. the Home shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the common elements.

2. **DESCRIPTION OF COMMON ELEMENTS**

A. All land and all portions of the Condominium property not within a Home or Homes are part of the common elements.

B. All bearing walls to the unfinished surface of said walls located within a Home and all columns or partitions contributing to support of the Building constitute parts of the common elements.

C. The common elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

D. Each entrance area, entrance court and driveway so designated on the survey is a limited common element reserved for the use of the owner and the Home adjacent thereto or as otherwise indicated on the survey.

E. Each A/C land so designated on the survey is a limited common element reserved for the use of the Home adjacent thereto or as otherwise indicated on the survey

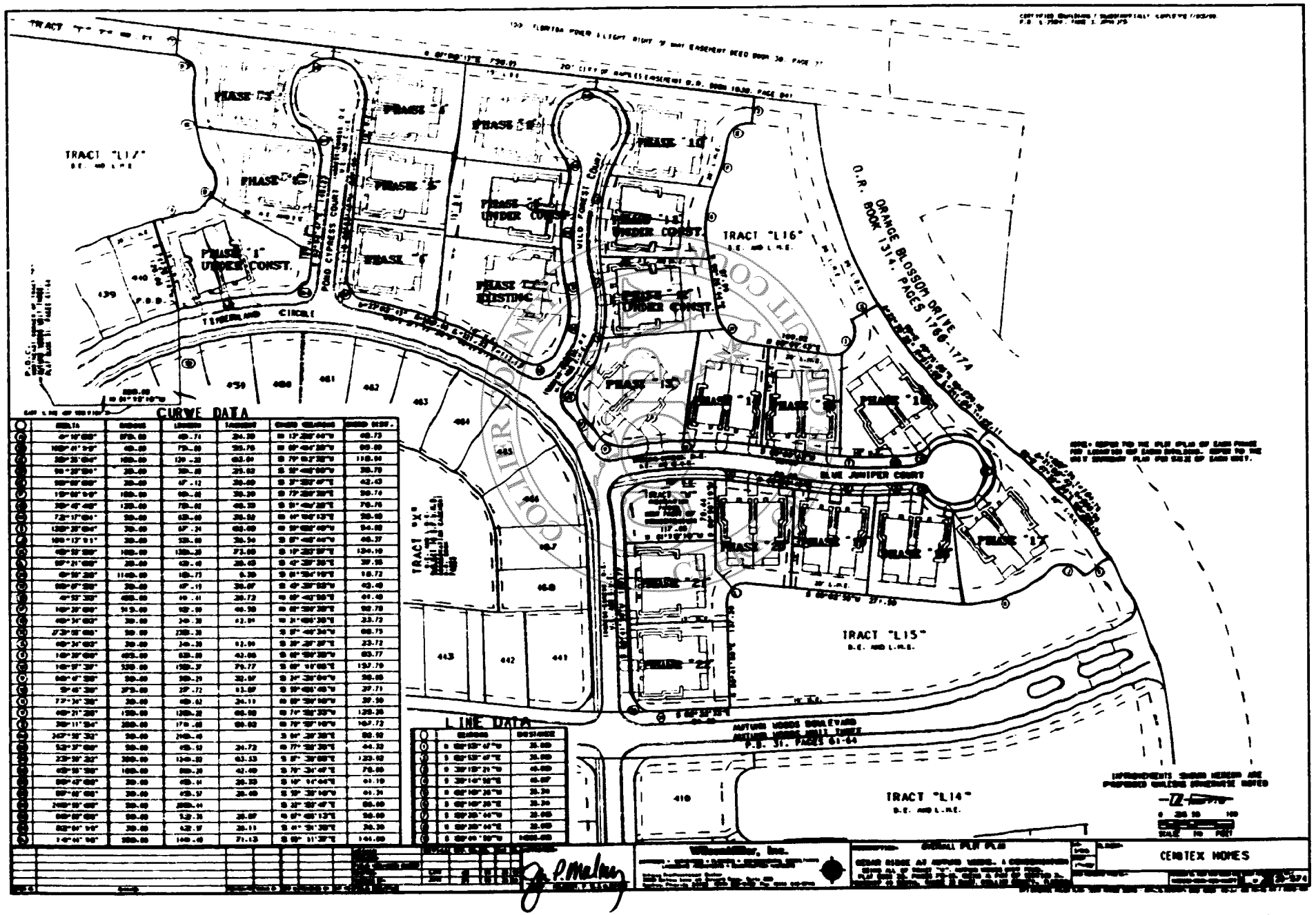
F. The definitions set forth in the Declaration of Condominium are incorporated herein.

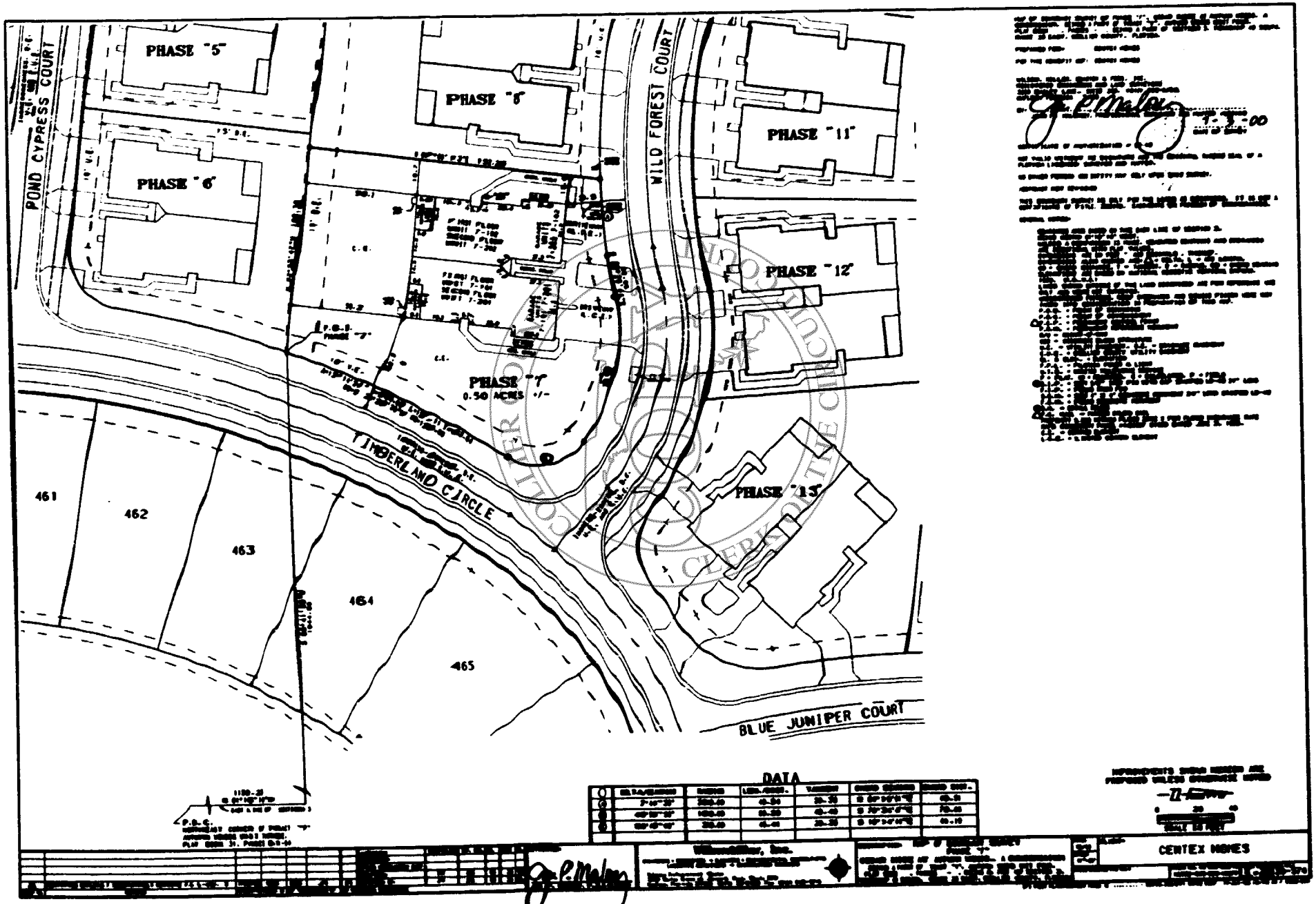
3. **BEARING BASIS**

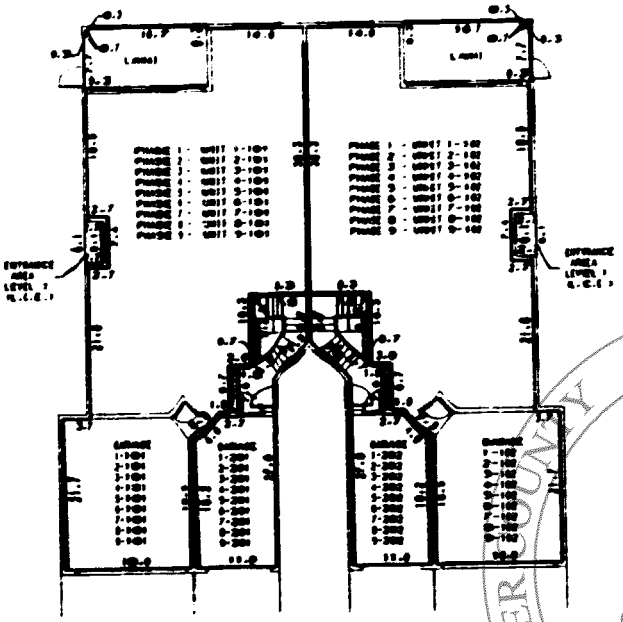
A. Bearings are based on the easterly line of Section 3, Township 49 South, Range 25 East, being North 01°18'10" West.

4. **ELEVATIONS**

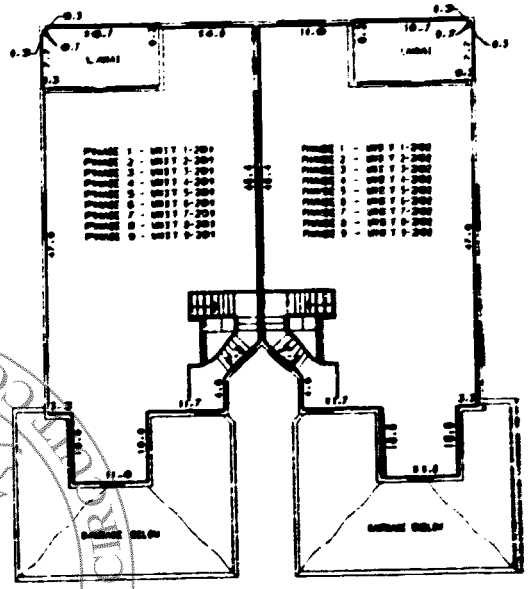
A. Elevations shown hereon are based upon NGVD 1929


TRACT "L17"
TRACT "L16"
TRACT "L15"
TRACT "L14"
TRACT "X"
ORANGE BLOSSOM DRIVE
O.R. BOOK 1314, PAGES 1760-1774
TIMBERLAND CIRCLE
POND CYPRESS COURT
WILD FOREST COURT
BLUE JUNIPER COURT
AUTUMN WOODS BOULEVARD
AUTUMN WOODS UNIT THREE
P.B. 31, PAGES 61-64
PHASE "1" UNDER CONST.
PHASE 1 EXISTING
PHASE UNDER CONST.
439
440
441
442
443
459
460
461
462
463
464
465
466
467
468
410
CURVE DATA
LINE DATA
0
25
50
100
SCALE IN FEET
CENTEX HOMES


PHASE "5"
PHASE "6"
PHASE "8"
PHASE "11"
PHASE "12"
PHASE "13"
PHASE "7"
0.50 ACRES +/-
POND CYPRESS COURT
WILD FOREST COURT
TIMBERLAND CIRCLE
BLUE JUNIPER COURT
461
462
463
464
465
DATA
CENTEX HOMES



LEVEL 1



LEVEL 2

GENERAL NOTES:

1. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON BUILDING (C.E.)
2. DIMENSIONS ARE TO FEET AND DECIMALS THEREOF.
3. [illegible] UNIT OWNERS.
4. [illegible] (LIMITED COMMON ELEMENT C.E.-C.) [illegible] CONSTRUCTION AND LOCATION.
5. THERE ARE 24 AIR CONDITIONING COMPRESSORS (L.C.-D) LIMITED COMMON ELEMENT FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

0 5 10
SCALE IN FEET

CENTEX HOMES

UNIT	LOWER LIMIT GARAGE	UPPER LIMIT GARAGE	LOWER LIMIT UNIT	UPPER LIMIT UNIT
1-101, 1-102				
1-201, 1-202				
2-101, 2-102				
2-201, 2-202				
3-101, 3-102				
3-201, 3-202				
4-101, 4-102				
4-201, 4-202				
5-101, 5-102				
5-201, 5-202				
6-101, 6-102				
6-201, 6-202				
7-101, 7-102	12.0	23.4	13.4	21.0
7-201, 7-202	12.0	23.4	23.4	20.4 max. dwellings: 24.4
8-101, 8-102				
8-201, 8-202				
9-101, 9-102				
9-201, 9-202				
10-101, 10-102				
10-201, 10-202				
11-101, 11-102				
11-201, 11-202				
12-101, 12-102				
12-201, 12-202				
13-101, 13-102				
13-201, 13-202				
14-101, 14-102				
14-201, 14-202				
15-101, 15-102				
15-201, 15-202				
16-101, 16-102				
16-201, 16-202				
17-101, 17-102				
17-201, 17-202				
18-101, 18-102				
18-201, 18-202				
19-101, 19-102				
19-201, 19-202				
20-101, 20-102				
20-201, 20-202				
21-101, 21-102				
21-201, 21-202				
22-101, 22-102				
22-201, 22-202				

GENERAL NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

CENTEX HOMES

Legal description,
being all of part of Tract "V" Autumn Woods Unit Four,
Plat Book 34, pages 75-79, being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Overall Cedar Ridge at Autumn Woods, a Condominium Parcel

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 825.08 feet,
thence leaving said east line, South 88°41'50" West 1065.05 feet to the Point of Beginning;

thence South 74°26'14" West 120.00 feet;
thence northerly 48.74 feet along the arc of a non-tangential circular curve concave easterly having a radius of 670.00 feet through a central angle of 04°10'05" and being subtended by a chord which bears North 13°28'44" West 48.73 feet to a point of reverse curvature;
thence northwesterly and westerly 75.88 feet along the arc of a circular curve concave southerly having a radius of 40.00 feet through a central angle of 108°41'19" and being subtended by a chord which bears North 65°44'20" West 65.00 feet to a point of reverse curvature;
thence westerly 121.22 feet along the arc of a circular curve concave northerly having a radius of 180.00 feet through a central angle of 38°35'04" and being subtended by a chord which bears South 79°12'32" West 118.94 feet to a point of reverse curvature;
thence southwesterly 39.88 feet along the arc of a circular curve concave southeasterly having a radius of 25.00 feet through a central angle of 91°23'51" and being subtended by a chord which bears South 52°48'09" West 35.78 feet;
thence along a non-tangential line North 82°53'47" West 35.00 feet to a point on the east line of the 20.00 foot City of Naples easement described in O. R. Book 1038, page 841 of the Public Records of Collier County, Florida;
thence along said east line North 07°06'13" East 758.05 feet,
thence leaving said east line South 82°53'47" East 35.00 feet,
thence southeasterly 47.12 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 30.00 feet through a central angle of 90°00'00" and being subtended by a chord which bears South 37°53'47" East 42.43 feet to a point of reverse curvature;
thence easterly 60.02 feet along the arc of a circular curve concave southerly having a radius of 180.00 feet through a central angle of 19°06'19" and being subtended by a chord which bears South 73°20'38" East 59.74 feet; to a point of reverse curvature;
thence easterly 78.02 feet along the arc of a circular curve concave northerly having a radius of 125.00 feet through a central angle of 35°45'48" and being subtended by a chord which bears South 81°40'22" East 76.76 feet;
thence North 80°26'44" East 87.99 feet;
thence northeasterly 63.08 feet along the arc of a circular curve concave northwesterly having a radius of 50.00 feet through a central angle of 72°17'01" and being subtended by a chord which bears North 44°18'13" East 58.98 feet
thence North 08°09'43" East 109.02 feet;
thence northerly and westerly 67.24 feet along the arc of a circular curve concave southwesterly having a radius of 30.00 feet through a central angle of 128°25'04" and being subtended by a chord which bears North 56°02'49" West 54.02 feet

thence along a non-tangential line North 30°15'21" West 40.00 feet to a point on the southerly right-of-way line of Orange Blossom Drive as recorded in O. R. Book 1314, pages 1766-1774 of the Public Records of Collier County, Florida;
thence along the southerly right-of-way line of said Orange Blossom Drive in the following two described courses

1) northeasterly 241.04 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 610.00 feet through a central angle of 22°38'26" and being subtended by a chord which bears North 48°25'26" East 239.48 feet to a point of reverse curvature;
2) northeasterly 207.20 feet along the arc of a circular curve concave southeasterly having a radius of 565.00 feet through a central angle of 21°00'42" and being subtended by a chord which bears North 47°36'34" East 206.04 feet;

thence leaving said southerly right-of-way line along a non-tangential line South 35°14'52" East 40.07 feet;
thence southwesterly and southerly 53.00 feet along the arc of a non-tangential circular curve concave easterly having a radius of 30.00 feet through a central angle of 101°13'11" and being subtended by a chord which bears South 07°45'44" West 46.37 feet to a point of reverse curvature;
thence southerly 138.25 feet along the arc of a circular curve concave westerly having a radius of 162.00 feet through a central angle of 48°53'50" and being subtended by a chord which bears South 18°23'57" East 134.10 feet;
thence South 06°02'58" West 271.50 feet;
thence southeasterly 42.48 feet along the arc of a circular curve concave northeasterly having a radius of 25.00 feet through a central angle of 97°21'08" and being subtended by a chord which bears South 42°37'36" East 37.55 feet;
thence North 88°41'50" East 137.20 feet to the westerly right-of-way line of Autumn Woods Boulevard according to the plat of said Autumn Woods Unit Three;
thence along the westerly right-of-way line of said Autumn Woods Boulevard in the following two described courses:

1) South 02°22'33" East 81.22 feet;
2) southerly 18.73 feet along the arc of a circular curve concave westerly having a radius of 1140.00 feet through a central angle of 00°56'28" and being subtended by a chord which bears South 01°54'19" East 18.72 feet to a point of compound curvature;

thence leaving said westerly right-of-way line southwesterly 47.19 feet along the arc of a circular curve concave northwesterly having a radius of 30.00 feet through a central angle of 90°07'55" and being subtended by a chord which bears South 43°37'53" West 42.48 feet;
thence South 88°41'50" West 190.77 feet;
thence North 01°18'10" West 117.65 feet;
thence South 89°59'19" West 79.44 feet;
thence northerly 41.41 feet along the arc of a non-tangential circular curve concave easterly having a radius of 485.00 feet through a central angle of 04°53'33" and being subtended by a chord which bears North 05°42'56" East 41.40 feet;
thence North 08°09'43" East 92.05 feet;
thence northerly 92.90 feet along the arc of a circular curve concave westerly having a radius of 515.00 feet through a central angle of 10°20'09" and being subtended by a chord which bears North 02°59'38" East 92.78 feet;
thence North 02°10'26" West 35.31 feet;

thence northerly 24.38 feet along the arc of a circular curve concave easterly having a radius of 30.00 feet through a central angle of 46°34'03" and being subtended by a chord which bears North 21°06'36" East 23.72 feet to a point of reverse curvature,
thence northerly, westerly and southerly 238.36 feet along the arc of a circular curve concave southerly having a radius of 50.00 feet through a central angle of 273°08'06" and being subtended by a chord which bears South 87°49'34" West 68.75 feet, to a point of reverse curvature;
thence southeasterly 24.38 feet along the arc of a circular curve concave southwesterly having a radius of 30.00 feet through a central angle of 46°34'03" and being subtended by a chord which bears South 25°27'27" East 23.72 feet;
thence South 02°10'26" East 35.31 feet;
thence southerly 83.88 feet along the arc of a circular curve concave westerly having a radius of 465.00 feet through a central angle of 10°20'09" and being subtended by a chord which bears South 02°59'39" West 83.77 feet;
thence South 08°09'43" West 92.05 feet;
thence southerly 158.37 feet along the arc of a circular curve concave easterly having a radius of 535.00 feet through a central angle of 16°57'37" and being subtended by a chord which bears South 00°19'06" East 157.79 feet to a point of reverse curvature,
thence southerly 58.29 feet along the arc of a circular curve concave westerly having a radius of 50.00 feet through a central angle of 66°47'55" and being subtended by a chord which bears South 24°36'04" West 55.05 feet to a point of reverse curvature,
thence southwesterly 27.72 feet along the arc of a circular curve concave southeasterly having a radius of 275.00 feet through a central angle of 05°46'30" and being subtended by a chord which bears South 55°06'46" West 27.71 feet to a point of reverse curvature;
thence westerly 40.62 feet along the arc of a circular curve concave northerly having a radius of 30.00 feet through a central angle of 77°34'38" and being subtended by a chord which bears North 88°59'10" West 37.59 feet to a point of reverse curvature;
thence westerly 129.22 feet along the arc of a circular curve concave southerly having a radius of 150.00 feet through a central angle of 49°21'25" and being subtended by a chord which bears North 74°52'34" West 125.26 feet;
thence South 80°26'44" West 22.05 feet;
thence westerly 171.03 feet along the arc of a circular curve concave northerly having a radius of 250.00 feet through a central angle of 39°11'54" and being subtended by a chord which bears North 79°57'19" West 167.72 feet to a point of reverse curvature;
thence westerly, southerly and easterly 216.40 feet along the arc of a circular curve concave easterly having a radius of 50.00 feet through a central angle of 247°58'32" and being subtended by a chord which bears South 04°20'38" East 82.92 feet to a point of reverse curvature;
thence easterly 45.92 feet along the arc of a circular curve concave southerly having a radius of 50.00 feet through a central angle of 52°37'00" and being subtended by a chord which bears North 77°58'36" East 44.32 feet to a point of reverse curvature,
thence easterly 124.82 feet along the arc of a circular curve concave northerly having a radius of 300.00 feet through a central angle of 23°50'22" and being subtended by a chord which bears South 87°38'05" East 123.92 feet,
thence North 80°26'44" East 22.05 feet,
thence easterly 80.20 feet along the arc of a circular curve concave southerly having a radius of 100.00 feet through a central angle of 45°56'58" and being subtended by a chord which bears South 76°34'47" East 78.06 feet to a point of compound curvature;

WilsonMiller

thence southerly 45.41 feet along the arc of a circular curve concave westerly having a radius of 30.00 feet through a central angle of 86°43'08" and being subtended by a chord which bears South 10°14'44" East 41.19 feet to a point of reverse curvature;
thence southerly 221.22 feet along the arc of a circular curve concave easterly having a radius of 550.00 feet through a central angle of 23°02'43" and being subtended by a chord which bears South 21°35'29" West 219.73 feet to a point of reverse curvature;
thence southwesterly 45.57 feet along the arc of a circular curve concave northwesterly having a radius of 30.00 feet through a central angle of 87°02'06" and being subtended by a chord which bears South 53°35'10" West 41.31 feet;
thence North 82°53'47" West 227.06 feet;
thence southwesterly, southerly and easterly 209.44 feet along the arc of a circular curve concave easterly having a radius of 50.00 feet through a central angle of 240°00'00" and being subtended by a chord which bears South 22°53'47" East 86.60 feet to a point of reverse curvature;
thence easterly 52.36 feet along the arc of a circular curve concave southerly having a radius of 50.00 feet through a central angle of 60°00'00" and being subtended by a chord which bears North 67°06'13" East 50.00 feet;
thence South 82°53'47" East 145.23 feet;
thence southeasterly 42.97 feet along the arc of a circular curve concave southwesterly having a radius of 30.00 feet through a central angle of 82°04'19" and being subtended by a chord which bears South 41°51'37" East 39.39 feet to a point of reverse curvature;
thence southerly 141.48 feet along the arc of a circular curve concave easterly having a radius of 550.00 feet through a central angle of 14°44'18" and being subtended by a chord which bears South 08°11'37" East 141.09 feet to the Point of Beginning.

Subject to easements and restrictions of record.
Containing 8.22 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West
Certificate of authorization #LB-43

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6.3.99
John P. Maloney, P.S.M. #4493

Ref.2G-574, sheet 1
Not valid unless embossed with the Professional's seal.

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 1, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 825.08 feet;
thence leaving said east line, South 88°41'50" West 1065.05 feet to the Point of Beginning;
thence South 74°26'14" West 120.00 feet;
thence northerly 48.74 feet along the arc of a non-tangential circular curve concave easterly having a radius of 670.00 feet through a central angle of 04°10'05" and being subtended by a chord which bears North 13°28'44" West 48.73 feet to a point of reverse curvature;
thence northwesterly 34.88 feet along the arc of a circular curve concave southwesterly having a radius of 40.00 feet through a central angle of 49°58'02" and being subtended by a chord which bears North 36°22'42" West 33.79 feet;
thence along a non-tangential line North 28°38'17" East 148.42 feet;
thence South 82°53'47" East 29.70 feet;
thence southeasterly 42.97 feet along the arc of a circular curve concave southwesterly having a radius of 30.00 feet through a central angle of 82°04'19" and being subtended by a chord which bears South 41°51'38" East 39.39 feet to a point of reverse curvature;
thence southerly 141.48 feet along the arc of a circular curve concave easterly having a radius of 550.00 feet through a central angle of 14°44'18" and being subtended by a chord which bears South 08°11'37" East 141.09 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.44 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 4-3-99

Ref. 2G-574, sheet 2
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TRACT "L17"
O.E. AND L.H.E.

PHASE "2"

PHASE "5"

PHASE "1"
0.44 ACRES +/-

PHASE "6"

POND CYPRESS COURT

TIMBERLAND CIRCLE

439

440

457

458

459

460

461

462

463

P.O.B.
PHASE "1"

P.O.C.
NORTHEAST CORNER OF TRACT "P"
AUTUMN WOODS UNIT THREE.
PLAT BOOK 31, PAGES 61-64

DATA

	DELTA/BEARING	RADIUS	LGTH./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE: 1" = [illegible]

WILSON-MILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0864

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 2, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 999.42 feet;
thence leaving said east line, South 88°41'50" West 1136.97 feet to the Point of Beginning
thence South 28°38'17" West 148.42 feet;
thence westerly 41.00 feet along the arc of a non-tangential circular curve concave southerly having a radius of 40.00 feet through a central angle of 58°43'17" and being subtended by a chord which bears South 89°16'39" West 39.22 feet to a point of reverse curvature;
thence westerly 56.19 feet along the arc of a circular curve concave northerly having a radius of 180.00 feet through a central angle of 17°53'08" and being subtended by a chord which bears South 68°51'34" West 55.96 feet;
thence along a non-tangential line North 07°06'13" East 161.90 feet;
thence easterly 28.65 feet along the arc of a non-tangential circular curve concave southerly having a radius of 50.00 feet through a central angle of 32°49'40" and being subtended by a chord which bears North 80°41'23" East 28.26 feet;
thence South 82°53'47" East 115.53 feet to the Point of Beginning;
Subject to easements and restrictions of record.
Containing 0.39 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, sheet 3
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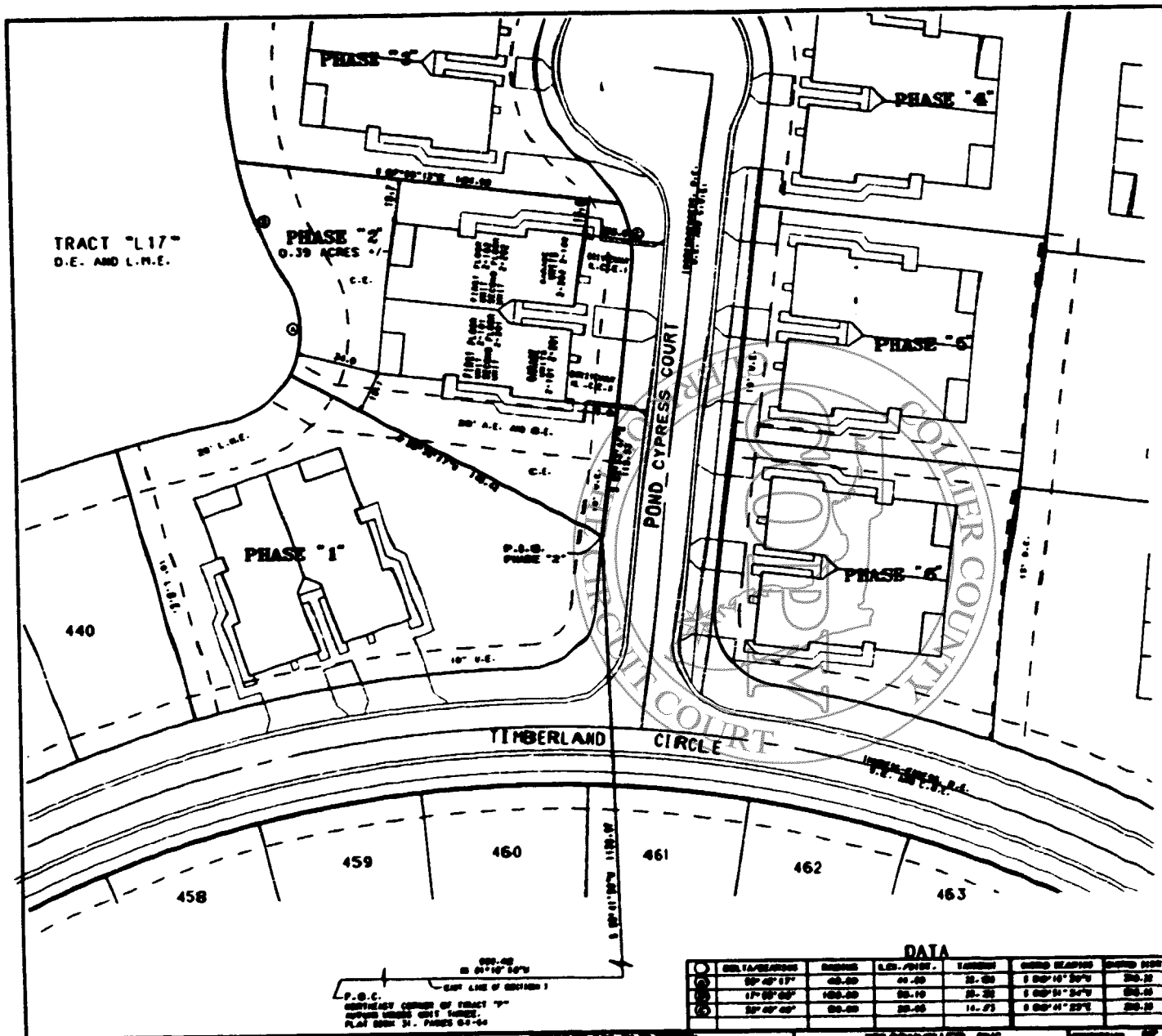

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSON MILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0866

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 3, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida. Thence along the east line of said Section 3, North 01°18'10" West 1012.37 feet; thence leaving said east line, South 88°41'50" West 1279.24 feet to the Point of Beginning

thence South 07°06'13" West 161.90 feet;
thence westerly 65.03 feet along the arc of a non-tangential circular curve concave northerly having a radius of 180.00 feet through a central angle of 20°41'56" and being subtended by a chord which bears South 88°09'06" West 64.67 feet, to a point of reverse curvature;
thence southwesterly 39.88 feet along the arc of a circular curve concave southeasterly having a radius of 25.00 feet through a central angle of 91°23'51" and being subtended by a chord which bears South 52°48'09" West 35.78 feet;
thence along a non-tangential line North 82°53'47" West 35.00 feet to a point on the east line of the 20' City of Naples easement described in O.R. Book 1038, page 841 of the Public Records of Collier County, Florida;
thence along said east line North 07°06'13" East 204.94 feet,
thence leaving said east line South 82°53'47" East 15.00 feet;
thence southeasterly and easterly 130.90 feet along the arc of a non-tangential circular curve concave northerly having a radius of 50.00 feet through a central angle of 150°00'00" and being subtended by a chord which bears South 67°53'47" East 96.59 feet to a point of reverse curvature;
thence northeasterly 23.71 feet along the arc of a circular curve concave southeasterly having a radius of 50.00 feet through a central angle of 27°10'20" and being subtended by a chord which bears North 50°41'23" East 23.49 feet to the Point of Beginning.

Subject to easements and restrictions of record.
Containing 0.44 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4493
Ref. 2G-574, sheet 4
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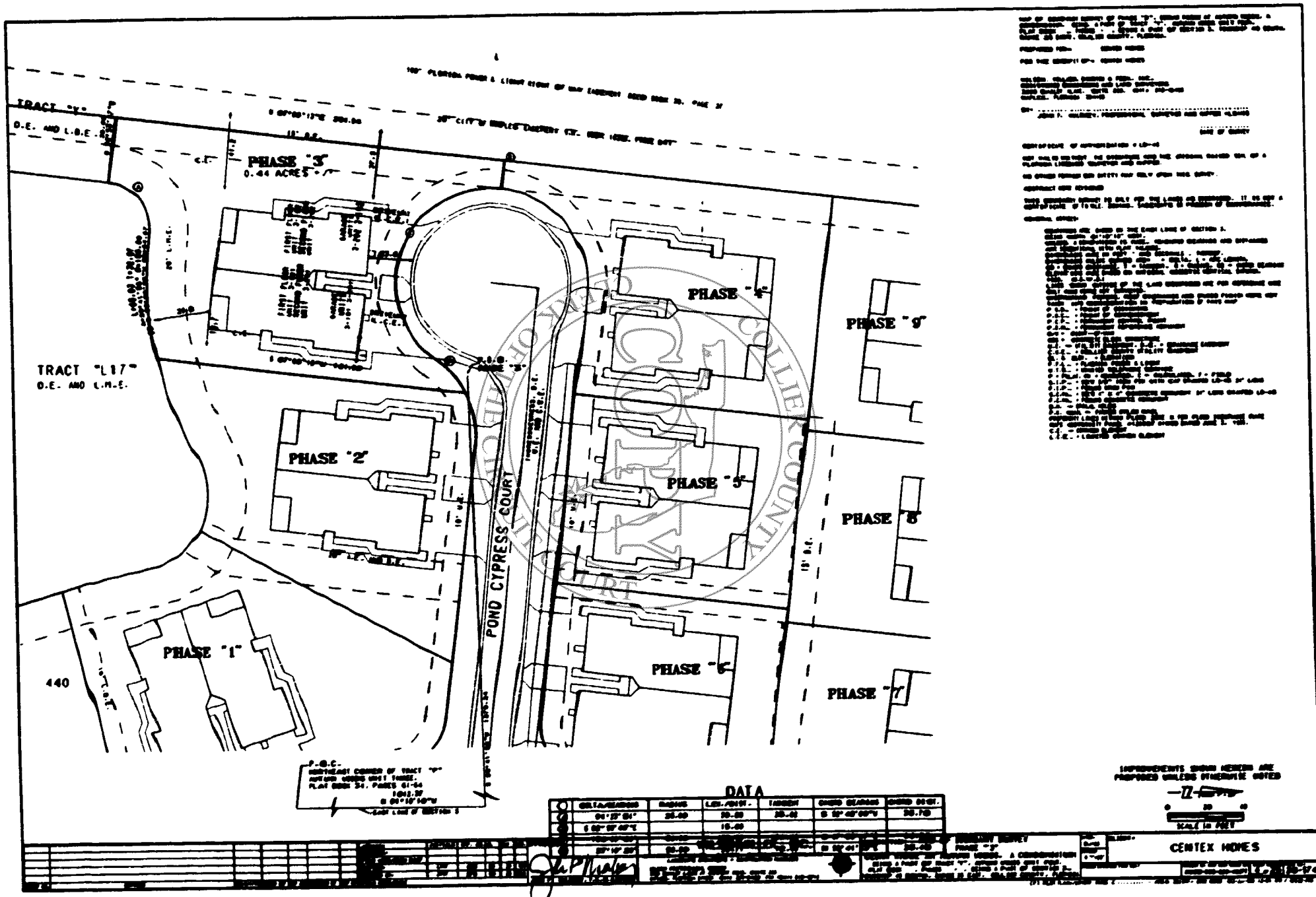

OR: 2701 PG: 0868

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 4, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1070.57 feet;
thence leaving said east line, South 88°41'50" West 1276.45 feet to the Point of Beginning
thence North 82°53'47" West 53.75 feet;
thence southwesterly 78.54 feet along the arc of a circular curve concave southeasterly having a radius of 50.00 feet through a central angle of 90°00'00" and being subtended by a chord which bears South 52°06'13" West 70.71 feet
thence along a non-tangential line North 82°53'47" West 15.00 feet to the east line of the 20' City of Naples easement described in O.R. Book 1038, page 841 of the Public Records of Collier County, Florida;
thence along said east line North 07°06'13" East 171.55 feet;
thence leaving said east line South 82°53'47" East 118.75 feet;
thence South 07°06'13" West 121.55 feet to the Point of Beginning;
Subject to easements and restrictions of record.
Containing 0.36 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°19'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 26-574, sheet 5
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PHASE "3"

PHASE "4"
0.36 ACRES

PHASE "2"

PHASE "1"

PHASE "5"

PHASE "6"

PHASE "7"

PHASE "8"

POND CYPRESS COURT

WILD FOREST COURT

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSONMILLER, INC.

CENTEX HOMES

OR: 2101 PG: 0870

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book . pages . being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 5, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1055.88 feet;
thence leaving said east line, South 88°41'50" West 1177.04 feet to the Point of Beginning
thence North 82°53'47" West 100.50 feet;
thence North 07°06'13" East 121.55 feet;
thence South 82°53'47" East 100.50 feet;
thence South 07°06'13" West 121.55 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.28 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99

John P. Maloney, P.S.M. #4498

Ref. 2G-574, sheet 6
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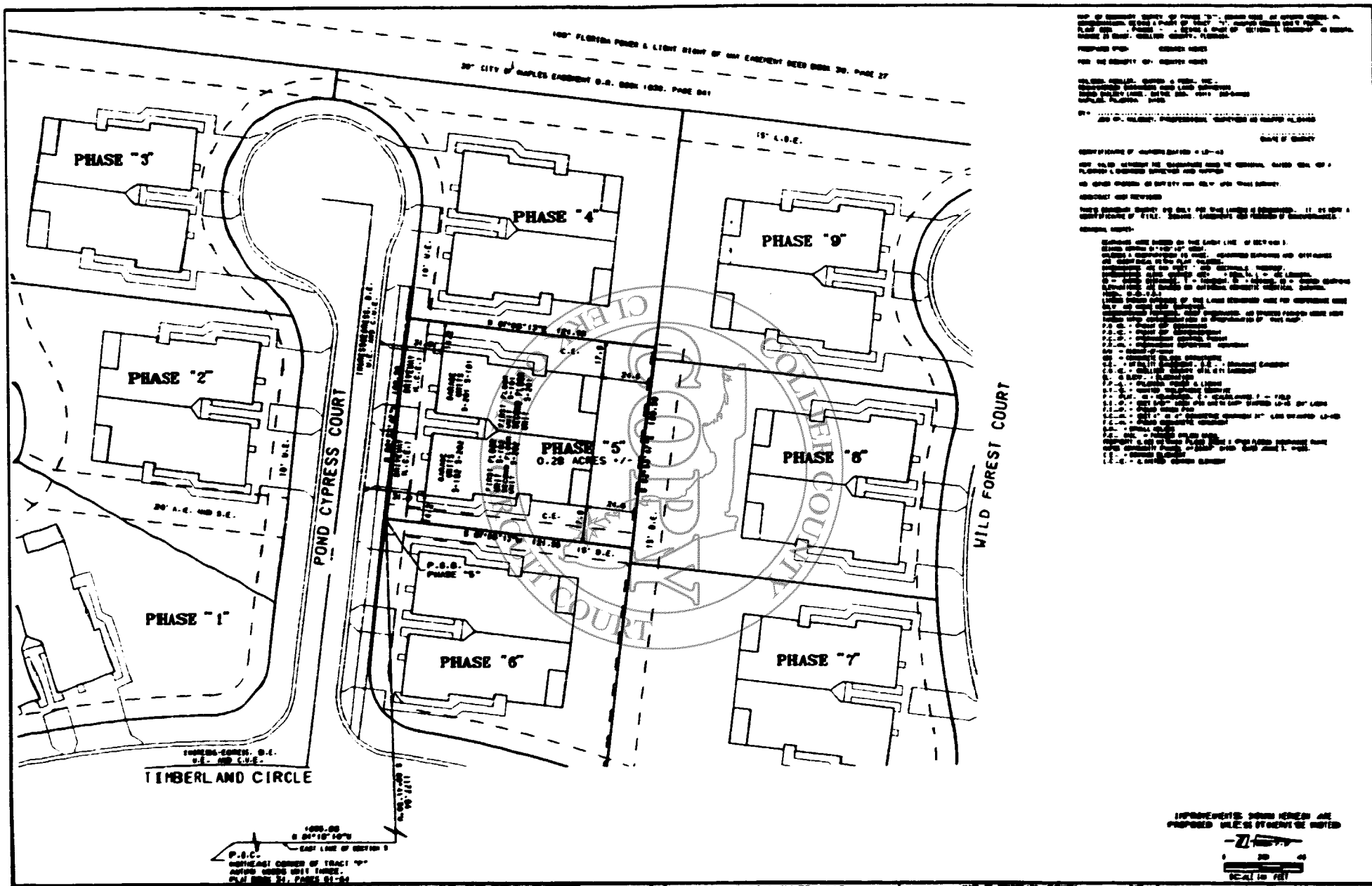

OR: 2701 PG: 0872

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 6, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1159.23 feet;
thence leaving said east line, South 88°41'50" West 1044.86 feet to the Point of Beginning
thence southerly 94.11 feet along the arc of a circular curve concave easterly having a radius of 550.00 feet through a central angle of 09°48'12" and being subtended by a chord which bears South 14°58'13" West 93.99 feet to a point of reverse curvature,
thence southwesterly 45.57 feet along the arc of a circular curve concave northwesterly having a radius of 30.00 feet through a central angle of 87°02'06" and being subtended by a chord which bears South 53°35'10" West 41.31 feet;
thence North 82°53'47" West 72.82 feet;
thence North 07°06'13" East 121.55 feet;
thence South 82°53'47" East 115.64 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.29 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6.3.99

Ref. 2G-574, sheet 7
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WilsonMiller Inc. — FL Lic # LC-0000170

PHASE "1"

PHASE "2"

PHASE "4"

PHASE "5"

PHASE "6"

0.29 ACRES +/-

PHASE "7"

PHASE "8"

PHASE "9"

POND CYPRESS COURT

WILD FOREST COURT

TIMBERLAND CIRCLE

P.O.B. PHASE "6"

P.O.C. NORTHEAST CORNER OF TRACT "F"

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

0 20 40

SCALE IN FEET

WILSON MILLER, INC.

CENTEX HOMES

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 8, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1325.70 feet;
thence leaving said east line, South 88°41'50" West 1129.84 feet to the Point of Beginning
thence South 07°06'13" West 152.26 feet;
thence North 82°53'47" West 102.00 feet;
thence North 07°06'13" East 149.98 feet;
thence easterly 18.13 feet along the arc of a non-tangential circular curve concave southerly having a radius of 50.00 feet through a central angle of 20°46'19" and being subtended by a chord which bears South 86°06'04" East 18.03 feet to a point of reverse curvature;
thence easterly 84.28 feet along the arc of a circular curve concave northerly having a radius of 300.00 feet through a central angle of 16°05'49" and being subtended by a chord which bears South 83°45'48" East 84.01 feet;
Subject to easements and restrictions of record.
Containing 0.35 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, sheet 9
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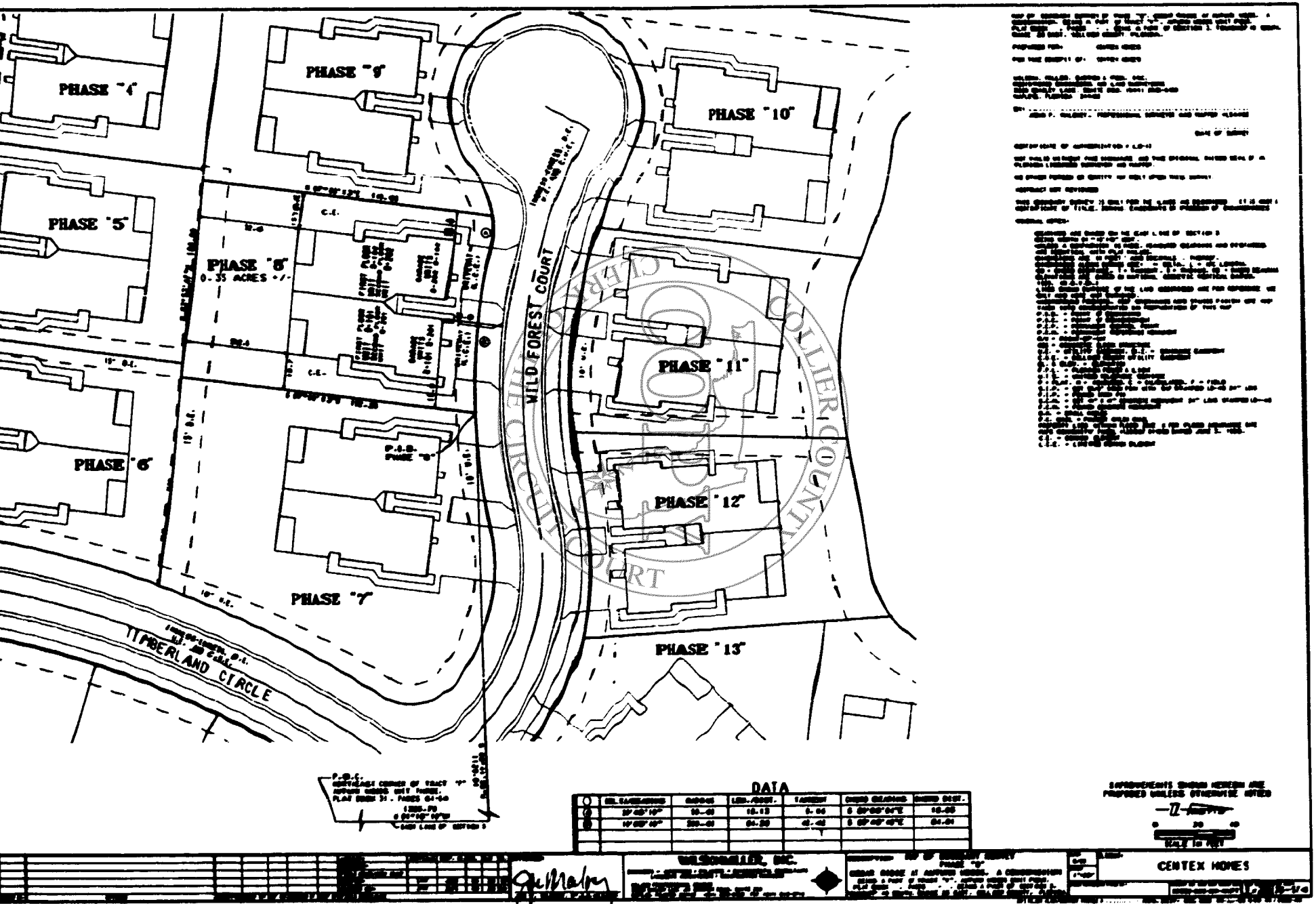
WilsonMiller Inc — FL Lic # LC-C000170



OR: 2701 PG: 0876

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 9, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1338.36 feet;
thence leaving said east line, South 88°41'50" West 1231.07 feet to the Point of Beginning
thence South 07°06'13" West 149.98 feet;
thence North 82°53'47" West 124.50 feet to a point on the east line of the 20' City of Naples easement described in O.R. Book 1038, page 841 of the Public Records of Collier County, Florida;
thence along said east line North 07°06'13" East 171.55 feet;
thence leaving said east line South 82°53'47" East 15.00 feet;
thence southeasterly and easterly 118.19 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 50.00 feet through a central angle of 135°26'07" and being subtended by a chord which bears South 60°36'51" East 92.53 feet; to a point of reverse curvature;
thence easterly 27.79 feet along the arc of a circular curve concave southerly having a radius of 50.00 feet through a central angle of 31°50'41" and being subtended by a chord which bears North 67°35'27" East 27.43 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.39 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, sheet 10
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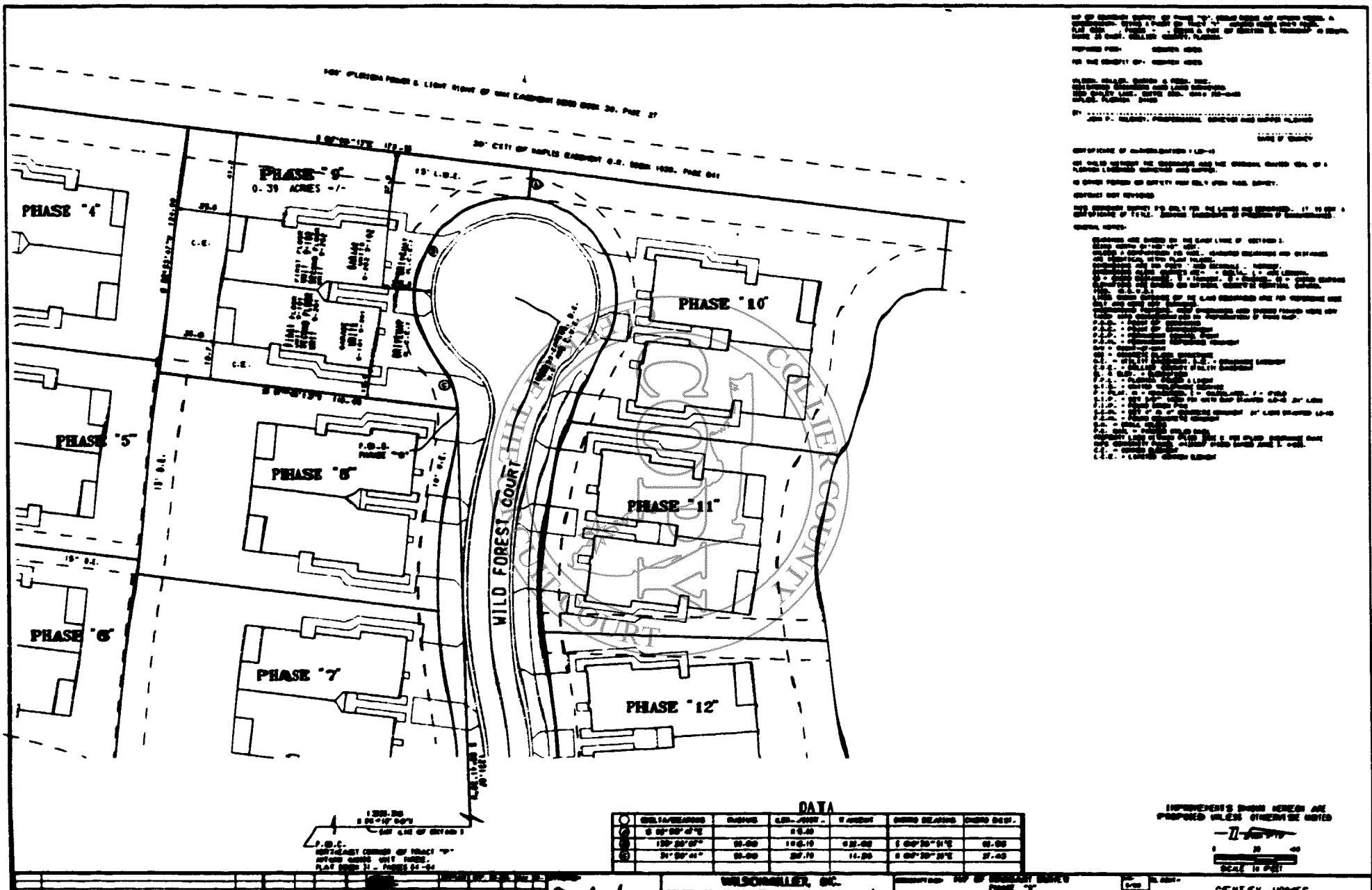

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 10, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1392.88 feet;
thence leaving said east line, South 88°41'50" West 1223.60 feet to the Point of Beginning
thence westerly 41.78 feet along the arc of a circular curve concave northerly having a radius of 250.00 feet through a central angle of 09°34'34" and being subtended by a chord which bears North 65°08'39" West 41.74 feet to a point of reverse curvature;
thence westerly and southwesterly 98.21 feet along the arc of a circular curve concave southeasterly having a radius of 50.00 feet through a central angle of 112°32'25" and being subtended by a chord which bears South 63°22'26" West 83.17 feet;
thence along a non-tangential line North 82°53'47" West 15.00 feet to the east line of the 20' City of Naples easement described in O.R. Book 1038, page 841 of the Public Records of Collier County, Florida;
thence along said east line North 07°06'13" East 210.00 feet;
thence leaving said east line South 82°53'47" East 35.00 feet;
thence southeasterly 47.12 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 30.00 feet through a central angle of 90°00'00" and being subtended by a chord which bears South 37°53'47" East 42.43 feet to a point of reverse curvature;
thence easterly 60.02 feet along the arc of a circular curve concave southerly having a radius of 180.00 feet through a central angle of 19°06'19" and being subtended by a chord which bears South 73°20'38" East 59.74 feet;
thence along a non-tangential line South 07°06'13" West 136.63 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.43 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.
WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4493

Ref. 2G-574, sheet 1
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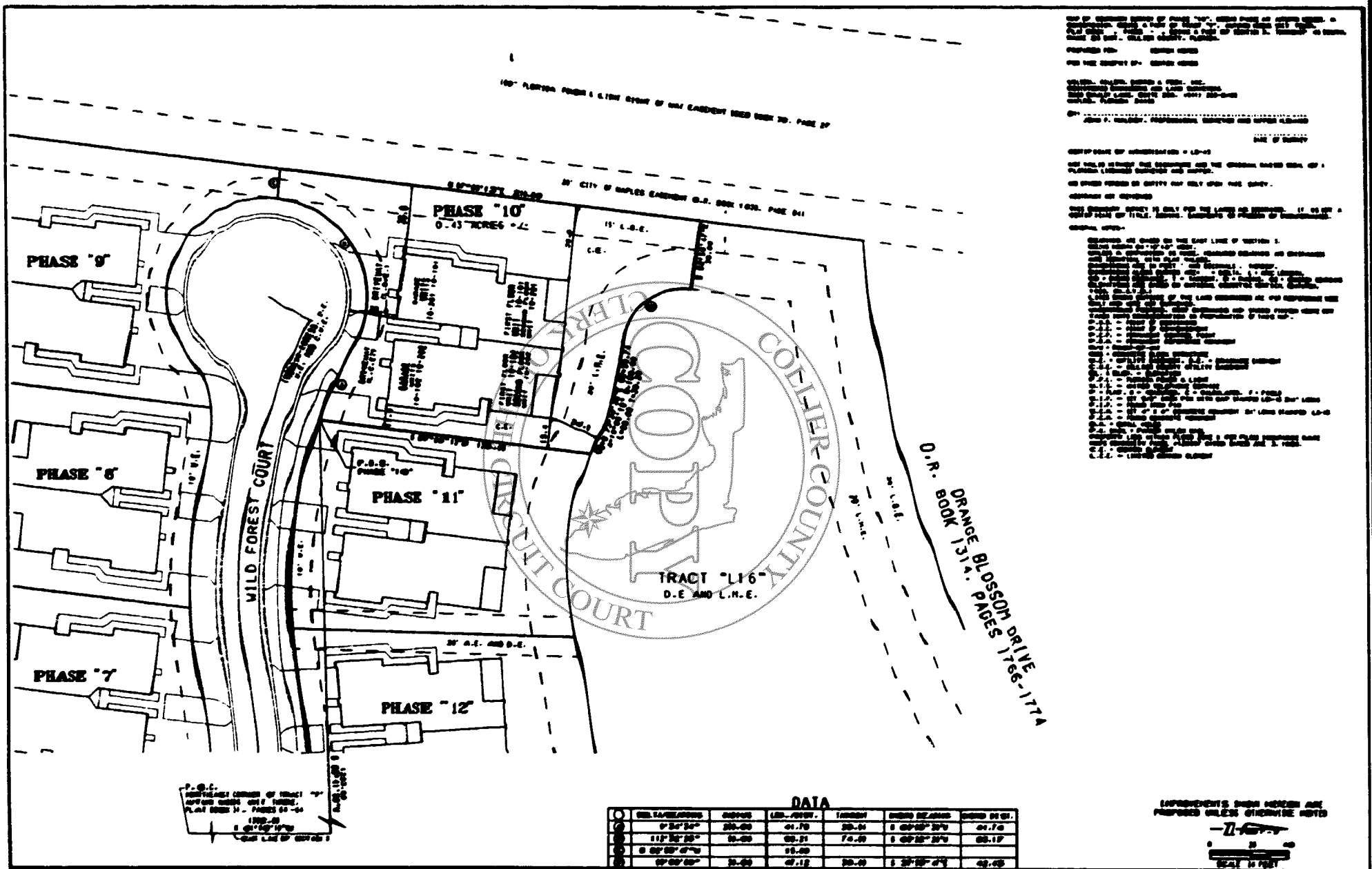

OR: 2701 PG: 0880

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 11, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1376.09 feet;
thence leaving said east line, South 88°41'50" West 1118.27 feet to the Point of Beginning
thence westerly 107.49 feet along the arc of a circular curve concave northerly having a radius of 250.00 feet through a central angle of 24°38'04" and being subtended by a chord which bears North 82°14'58" West 106.66 feet;
thence along a non-tangential line North 07°06'13" East 136.63 feet; to a point of curvature;
thence easterly 78.02 feet along the arc of a circular curve concave northerly having a radius of 125.00 feet through a central angle of 35°45'48" and being subtended by a chord which bears South 81°40'22" East 76.76 feet;
thence North 80°26'44" East 17.28 feet;
thence South 01°41'54" West 141.78 feet to the Point of Beginning
Subject to easements and restrictions of record.
Containing 0.32 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 20-574, sheet 12
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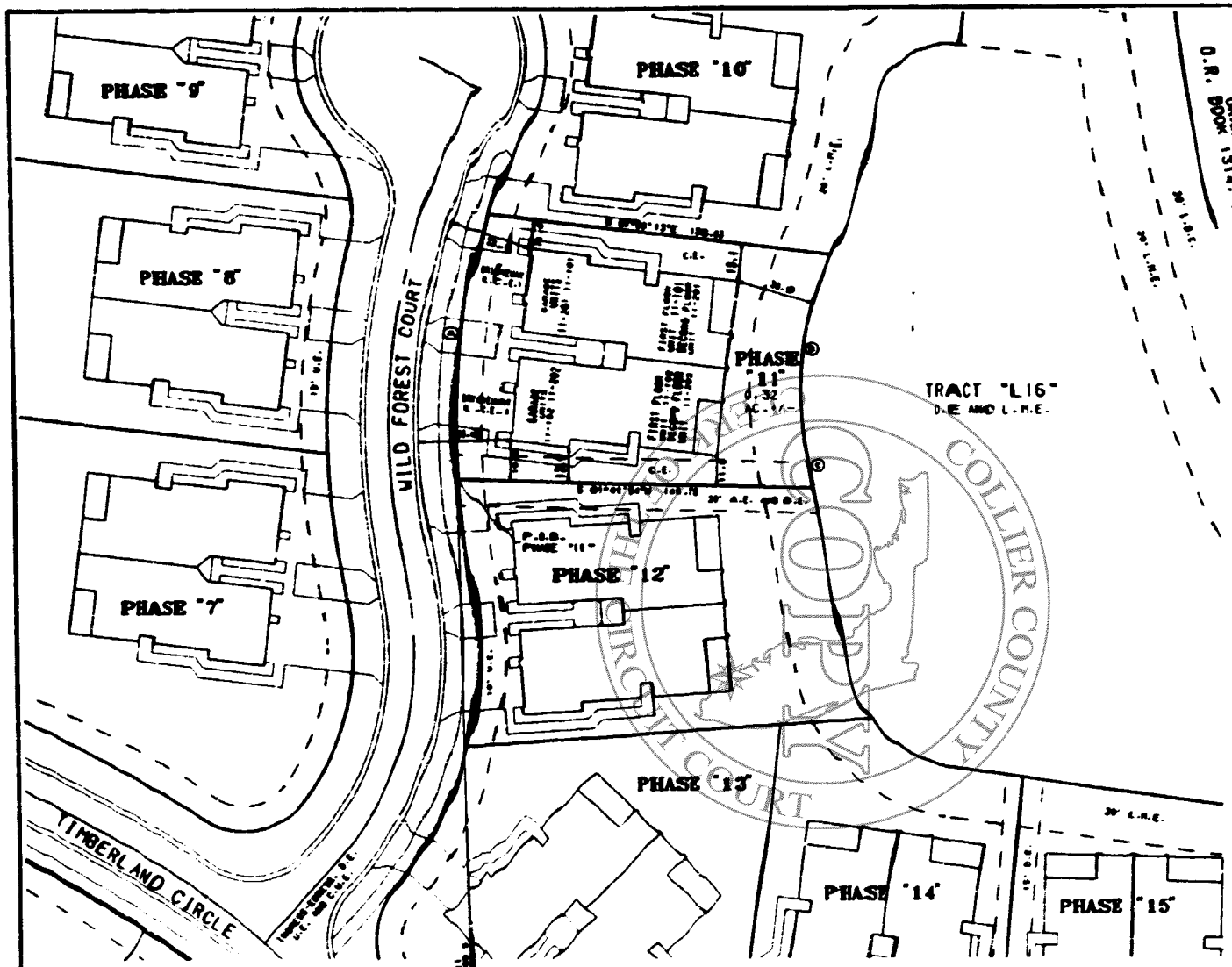

DATA

	DELTA/BEARING	CHORD	ARC/RADIUS	TANGENT	CHORD BEARING	CHORD DIST.
	24°30'01"	200.00	107.40	54.80	S 02°14'00"W	106.60
	24°40'01"	110.00	70.81	40.30	S 04°40'22"E	70.70
	S 00°20'44"E		17.30			

P.O.C.
NORTHEAST CORNER OF TRACT "P" PARKING WORKS UNIT THREE. PLAT BOOK 24, PAGES 61-64

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WISCHMEIER, INC.

PLAT OF BOUNDARY SURVEY
PHASE "11"

CENTEX HOMES

OR: 2701 PG: 0882

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 12, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1377.21 feet;
thence leaving said east line, South 88°41'50" West 1012.02 feet to the Point of Beginning
thence westerly 63.39 feet along the arc of a circular curve concave southerly having a radius of 150.00 feet through a central angle of 24°12'49" and being subtended by a chord which bears North 87°26'51" West 62.92 feet
thence South 80°26'44" West 22.05 feet;
thence westerly 21.76 feet along the arc of a circular curve concave northerly having a radius of 250.00 feet through a central angle of 04°59'16" and being subtended by a chord which bears South 82°56'22" West 21.76 feet;
thence along a non-tangential line North 01°41'54" East 141.78 feet;
thence North 80°26'44" East 70.71 feet;
thence easterly 24.13 feet along the arc of a circular curve concave northerly having a radius of 50.00 feet through a central angle of 27°38'52" and being subtended by a chord which bears North 66°37'18" East 23.89 feet;
thence along a non-tangential line South 03°42'26" East 159.74 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.33 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4493

Ref. 2G-574, sheet 13
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PHASE "6"

PHASE "7"

WILD FOREST COURT

PHASE "11"

TRACT "L16"
D.E AND L.M.E.

PHASE "12"
0.33 AC.+/-

PHASE "13"

PHASE "14"

PHASE "15"

TIMBERLAND CIRCLE

464

465

466

BLUE JUNIPER COURT

P.O.B.
PHASE "12"

P.O.C.
NORTHEAST CORNER OF TRACT "F"
PARKING GARAGE WILD FOREST.
PLAT BOOK 51, PAGES 61-64

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
1	24°12'40"	150.00	63.30	32.10	S 87°35'54"E	62.82
2	S 69°35'44"E		22.00			
3	4°59'16"	200.00	21.70	10.86	S 66°56'22"E	21.70
4	27°39'16"	50.00	24.13	12.30	S 69°27'18"E	23.90

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

0 20 40
SCALE IN FEET

WILSON-MILLER, INC.

MAP OF SURVEY SURVEY
PHASE "12"
CEDAR RIDGE AT MARINA GARDENS, A CONDOMINIUM

CENTEX HOMES

OR: 2701 PG: 0884

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 13, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1478.40 feet;
thence leaving said east line, South 88°41'50" West 874.54 feet to the Point of Beginning;
thence southerly 69.26 feet along the arc of a circular curve concave easterly having a radius of 535.00 feet through a central angle of 07°25'01" and being subtended by a chord which bears South 05°05'24" East 69.21 feet to a point of reverse curvature;
thence southerly 58.29 feet along the arc of a circular curve concave westerly having a radius of 50.00 feet through a central angle of 66°47'55" and being subtended by a chord which bears South 24°36'04" West 55.05 feet; to a point of reverse curvature;
thence southwesterly 27.72 feet along the arc of a circular curve concave southeasterly having a radius of 275.00 feet through a central angle of 05°46'30" and being subtended by a chord which bears South 55°06'46" West 27.71 feet to a point of reverse curvature;
thence westerly 40.62 feet along the arc of a circular curve concave northerly having a radius of 30.00 feet through a central angle of 77°34'38" and being subtended by a chord which bears North 88°59'10" West 37.59 feet to a point of reverse curvature;
thence northwesterly 65.83 feet along the arc of a circular curve concave southwesterly having a radius of 150.00 feet through a central angle of 25°08'36" and being subtended by a chord which bears North 62°46'09" West 65.30 feet;
thence along a non-tangential line North 03°42'26" West 125.09 feet;
thence South 81°50'17" East 144.70 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.43 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: _____ Date 6-3-99
John P. Maloney, P.S.M. #4493

Ref: 2G-574, sheet 14
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OR: 2701 PG: 0885

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PHASE "7"

WILD FOREST COURT

PHASE "12"

TRACT "L16"
D.E AND L.M.E.

PHASE "13"
0.43 ACRES+/-

PHASE "14"

PHASE "15"

TIMBERLAND CIRCLE

465

466

467

BLUE JUNIPER COURT

TRACT "W"
RECREATION PARCEL
NOT PART OF
CONDOMINIUM

PHASE "20"

PHASE "19"

P.O.C.

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

CENTEX HOMES

OR: 2701 PG: 0886

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 14, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1478.40 feet;
thence leaving said east line, South 88°41'50" West 874.54 feet to the Point of Beginning;
thence North 81°50'17" West 144.70 feet;
thence North 03°42'26" West 34.64 feet;
thence northeasterly 38.95 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 50.00 feet through a central angle of 44°38'09" and being subtended by a chord which bears North 30°28'47" East 37.97 feet;
thence North 08°09'43" East 26.84 feet;
thence South 85°04'24" East 130.21 feet;
thence South 08°09'43" West 14.52 feet;
thence southerly 89.11 feet along the arc of a circular curve concave easterly having a radius of 535.00 feet through a central angle of 09°32'36" and being subtended by a chord which bears South 03°23'25" West 89.01 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.31 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref: 2G-574, sheet 15
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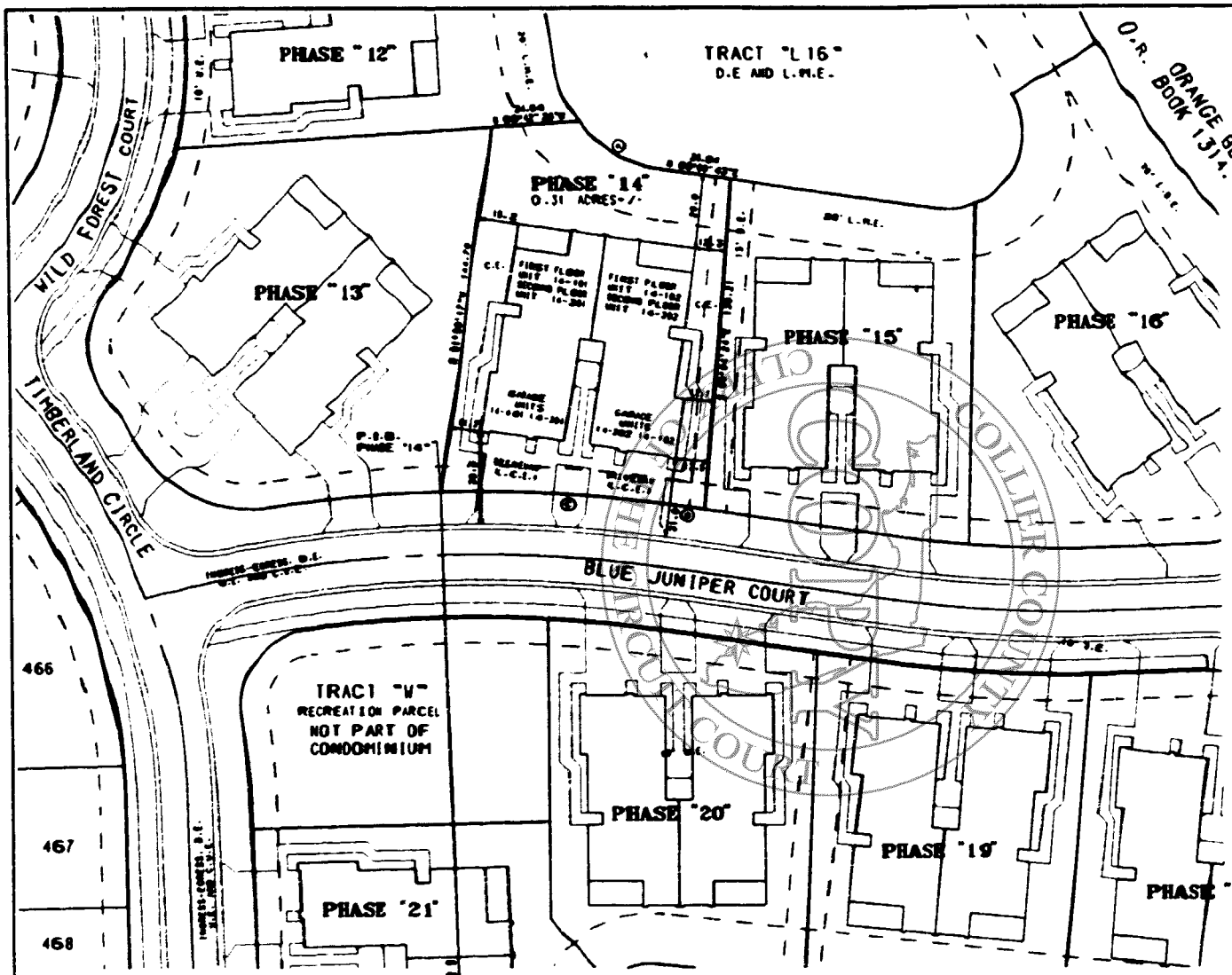

DATA

	DELTA/BEARING	RADIUS	LENG./DIST.	TANGENT	CHORD BEARING	CHORD DIST.

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSON-MILLER, INC.

PLAT OF BLUE JUNIPER COURT
PHASE "14"

CEMEX HOMES

ORB 2701 PG: 0888

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book . pages . being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 15, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1581.43 feet;
thence leaving said east line, South 88°41'50" West 864.87 feet to the Point of Beginning;
thence North 85°04'24" West 130.21 feet;
thence North 08°09'43" East 82.19 feet;
thence northerly 16.04 feet along the arc of a circular curve concave westerly having a radius of 30.00 feet through a central angle of 30°38'35" and being subtended by a chord which bears North 07°09'35" West 15.85 feet;
thence along a non-tangential line South 88°18'31" East 134.22 feet;
thence southerly 27.74 feet along the arc of a non-tangential circular curve concave westerly having a radius of 465.00 feet through a central angle of 03°25'07" and being subtended by a chord which bears South 06°27'09" West 27.74 feet;
thence South 08°09'43" West 77.53 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.30 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, page 16
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PHASE "12"

TRACT "L16"
D.E AND L.M.E.

PHASE "13"

PHASE "14"

PHASE "15"
-0.30 ACRES+/-

PHASE "16"

O.R. ORANGE BLOSSOM DRIVE
BOOK 1314, PAGE 1766-1774

BLUE JUNIPER COURT

TRACT "W"
RECREATION PARCEL
NOT PART OF
CONDOMINIUM

PHASE "20"

PHASE "19"

PHASE "18"

PHASE "17"

PHASE "21"

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSON-MILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0890

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 16, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1685.39 feet;
thence leaving said east line, South 88°41'50" West 848.38 feet to the Point of Beginning;
thence North 88°18'31" West 134.22 feet;
thence westerly 51.19 feet along the arc of a non-tangential circular curve concave southerly having a radius of 30.00 feet through a central angle of 97°46'29" and being subtended by a chord which bears North 71°22'06" West 45.21 feet;
thence along a non-tangential line North 30°15'21" West 40.00 feet to a point on the southerly right-of-way of Orange Blossom Drive as recorded in O.R. Book 1314, pages 1766-1774 of the Public Records of Collier County, Florida;
thence along the southerly right-of-way of said Orange Blossom Drive, northeasterly 219.06 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 610.00 feet through a central angle of 20°34'34" and being subtended by a chord which bears North 49°27'22" East 217.89 feet;
thence leaving said southerly right-of-way line along a non-tangential line South 50°49'55" East 20.00 feet;
thence southerly 76.72 feet along the arc of a non-tangential circular curve concave easterly having a radius of 50.00 feet through a central angle of 87°54'34" and being subtended by a chord which bears South 04°47'12" East 69.41 feet to a point of reverse curvature;
thence southeasterly 24.38 feet along the arc of a circular curve concave southwesterly having a radius of 30.00 feet through a central angle of 46°34'03" and being subtended by a chord which bears South 25°27'27" East 23.72 feet;
thence South 02°10'26" East 35.31 feet;
thence southerly 56.14 feet along the arc of a circular curve concave westerly having a radius of 465.00 feet through a central angle of 06°55'02" and being subtended by a chord which bears South 01°17'05" West 56.10 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.50 more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4498
Re. 2G-574, sheet 17
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TRACT "L16"
D.E. AND L.M.E.

O.R. ORANGE BLOSSOM DRIVE
BOOK 1314, PAGE 1766-1774

PHASE "16"
0.50 ACRES±

PHASE "14"

PHASE "15"

BLUE JUNIPER COURT

PHASE "20"

PHASE "19"

PHASE "18"

PHASE "17"

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSON MILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0892

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book . pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 17, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida
thence along the east line of said Section 3, North 01°18'10" West 1840.77 feet;
thence leaving said east line, South 88°41'50" West 650.55 feet to the Point of Beginning,
thence South 83°32'24" West 122.52 feet to a point of curvature;
thence northwesterly and westerly 127.23 feet along the arc of a circular curve concave southerly having a radius of 50.00 feet through a central angle of 145°47'31" and being subtended by a chord which bears North 67°56'10" West 95.58 feet;
thence along a non-tangential line North 50°49'55" West 20.00 feet to a point on the southerly right-of-way line of Orange Blossom Drive as recorded in O.R. Book 1314, pages 1766-1774 of the Public Records of Collier County Florida;
thence along the southerly right-of-way line of said Orange Blossom Drive in the following two described courses:

1) northeasterly 21.98 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 610.00 feet through a central angle of 02°03'52" and being subtended by a chord which bears North 38°08'09" East 21.98 feet to a point of reverse curvature;
2) northeasterly 207.20 feet along the arc of a circular curve concave southeasterly having a radius of 565.00 feet through a central angle of 21°00'42" and being subtended by a chord which bears North 47°36'34" East 206.04 feet;

thence leaving said southerly right-of-way line along a non-tangential line South 35°14'52" East 40.07 feet;
thence southwesterly and southerly 53.00 feet along the arc of a non-tangential circular curve concave easterly having a radius of 30.00 feet through a central angle of 101°13'11" and being subtended by a chord which bears South 07°45'44" West 46.37 feet to a point of reverse curvature;
thence southerly 123.25 feet along the arc of a circular curve concave westerly having a radius of 162.00 feet through a central angle of 43°35'31" and being subtended by a chord which bears South 21°03'06" East 120.30 feet to the Point of Beginning.

Subject to easements and restrictions of record.
Containing 0.55 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4493
Ref. 2G-574, page 18
Not valid unless embossed with the Professional's seal.

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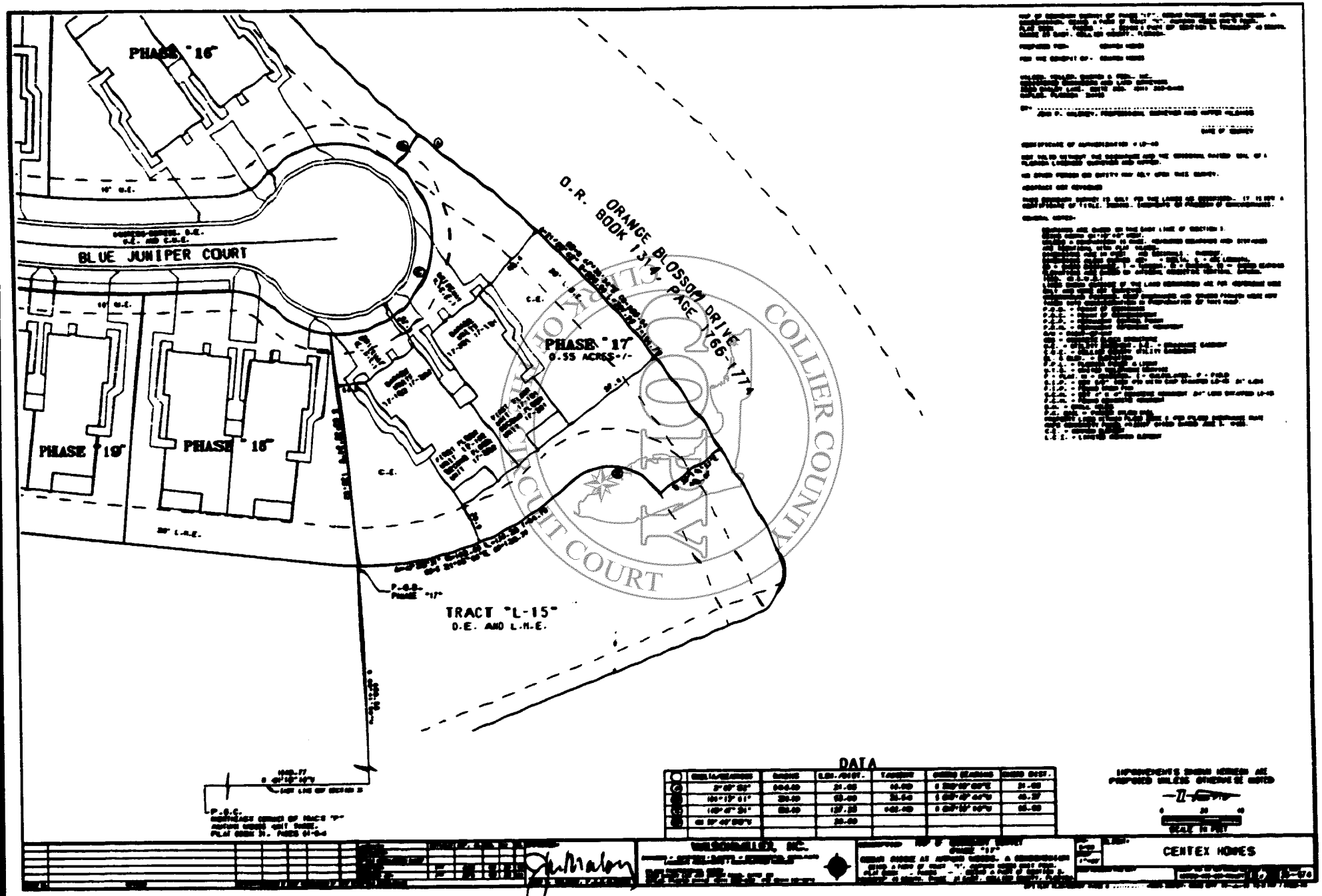

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 18, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
Thence along the east line of said Section 3, North 01°18'10" West 1716.12 feet;
thence leaving said east line, South 88°41'50" West 665.93 feet to the Point of Beginning;
thence North 84°08'31" West 130.89 feet;
thence northerly 9.76 feet along the arc of a non-tangential circular curve concave westerly having a radius of 515.00 feet through a central angle of 01°05'10" and being subtended by a chord which bears North 01°37'51" West 9.76 feet;
thence North 02°10'26" West 35.31 feet;
thence northerly 24.38 feet along the arc of a circular curve concave easterly having a radius of 30.00 feet through a central angle of 46°34'03" and being subtended by a chord which bears North 21°06'36" East 23.72 feet to a point of reverse curvature;
thence northerly 34.41 feet along the arc of a circular curve concave westerly having a radius of 50.00 feet through a central angle of 39°26'01" and being subtended by a chord which bears North 24°40'36" East 33.74 feet;
thence along a non-tangential line North 83°32'24" East 122.52 feet;
thence southerly 15.00 feet along the arc of a non-tangential circular curve concave westerly having a radius of 162.00 feet through a central angle of 05°18'19" and being subtended by a chord which bears South 03°23'49" West 14.99 feet;
thence South 06°02'58" West 110.62 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.34 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, sheet 19
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PHASE "15"

PHASE "16"

BLUE JUNIPER COURT

ORANGE BLOSSOM DRIVE
D.R. BOOK 1314, PAGE 1766-1774

PHASE "20"

PHASE "19"

PHASE "17"

PHASE "18"
0.34 ACRES +/-

P.O.B.
PHASE "18"

TRACT "L-15"
D.E. - ARAC L.M.E.

COLLIER COUNTY
CIRCUIT COURT

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

WILSONMILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0896

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 19, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1614.52 feet;
thence leaving said east line, South 88°41'50" West 679.04 feet to the Point of Beginning;
thence North 87°08'00" West 128.41 feet;
thence North 08°09'43" East 26.18 feet;
thence northerly 83.14 feet along the arc of a circular curve concave westerly having a radius of 515.00 feet through a central angle of 09°14'59" and being subtended by a chord which bears North 03°32'13" East 83.05 feet
thence along a non-tangential line South 84°08'31" East 130.89 feet;
thence South 06°02'58" West 102.44 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.31 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6-3-99
John P. Maloney, P.S.M. #4493

Ref. 2G-574, sheet 20
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PHASE "14"

PHASE "15"

PHASE "16"

BLUE JUNIPER COURT

TRACT "W"
RECREATION PARCEL
NOT PART OF
CONDOMINIUM

PHASE "20"

PHASE "21"

PHASE "22"

PHASE "19"
0.31 ACRES+/-

PHASE "18"

PHASE "17"

TRACT "L-15"
D.E. AND L.M.E.

DATA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

SCALE IN FEET

WILSON-MILLER, INC.

CENTEX HOMES

OR: 2701 PG: 0898

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 20, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1536.97 feet;
thence leaving said east line, South 88°41'50" West 680.61 feet to the Point of Beginning;
thence South 47°44'57" West 33.31 feet;
thence South 89°59'31" West 117.27 feet;
thence northerly 41.41 feet along the arc of a non-tangential circular curve concave easterly having a radius of 485.00 feet through a central angle of 04°53'33" and being subtended by a chord which bears North 05°42'56" East 41.40 feet;
thence North 08°09'43" East 65.87 feet;
thence South 87°08'00" East 128.41 feet;
thence South 06°02'58" West 58.44 feet;
thence southerly 21.07 feet along the arc of a circular curve concave easterly having a radius of 25.00 feet through a central angle of 48°18'01" and being subtended by a chord which bears South 18°06'03" East 20.46 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.31 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G-574, sheet 21
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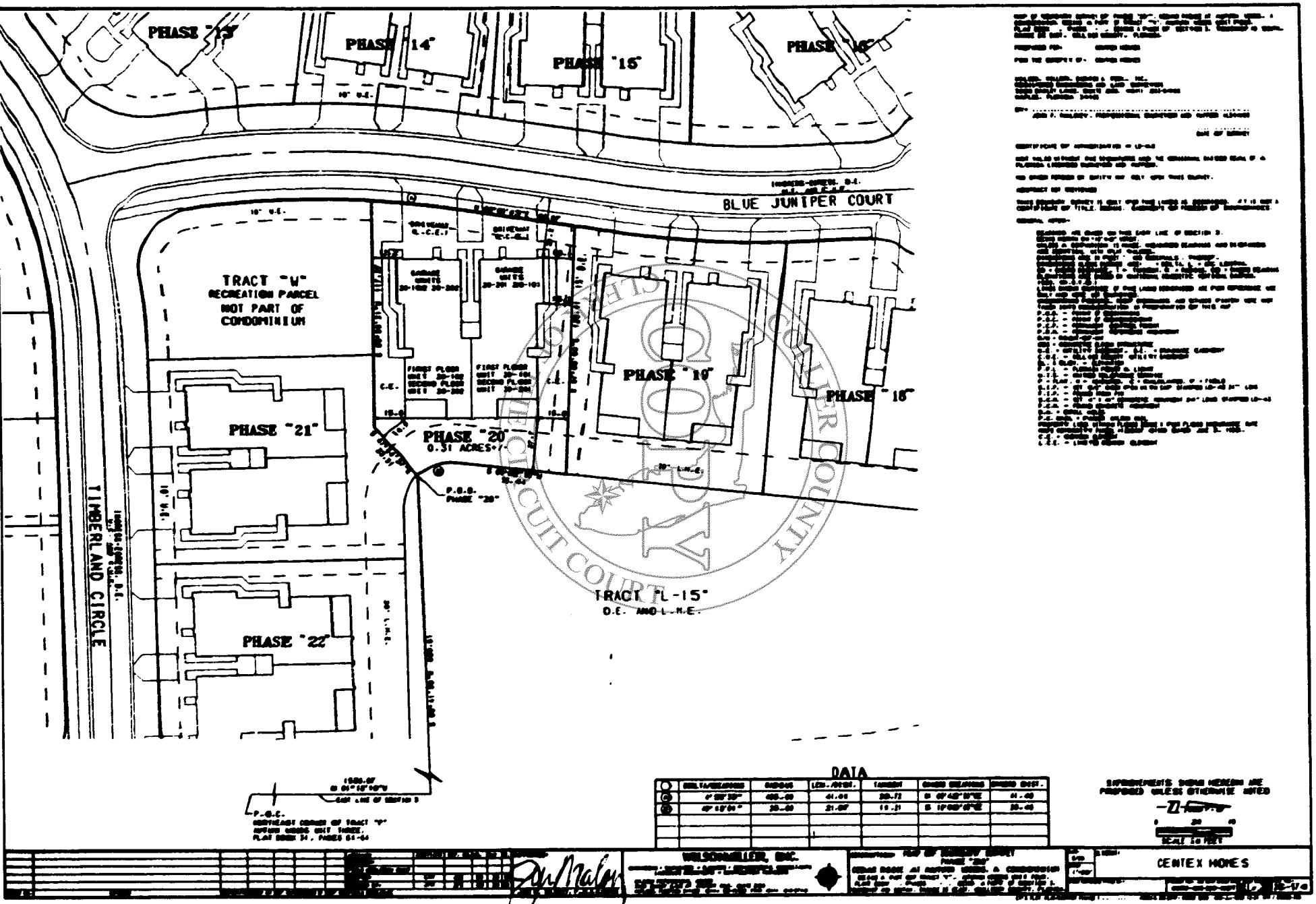

OR: 2701 PG: 0900

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 21, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1398.36 feet;
thence leaving said east line, South 88°41'50" West 637.84 feet to the Point of Beginning;
thence South 88°41'50" West 105.74 feet;
thence North 01°18'10" West 117.65 feet;
thence North 89°59'56" East 37.82 feet;
thence North 47°44'57" East 33.31 feet;
thence easterly 21.40 feet along the arc of a non-tangential circular curve concave northerly having a radius of 25.00 feet through a central angle of 49°03'07" and being subtended by a chord which bears South 66°46'36" East 20.76 feet;
thence North 88°41'50" East 23.88 feet;
thence South 01°18'10" East 130.00 feet to the Point of Beginning.
Subject to easements and restrictions of record.
Containing 0.30 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. #4493

Date 6-3-99

Ref. 2G/574, sheet 22
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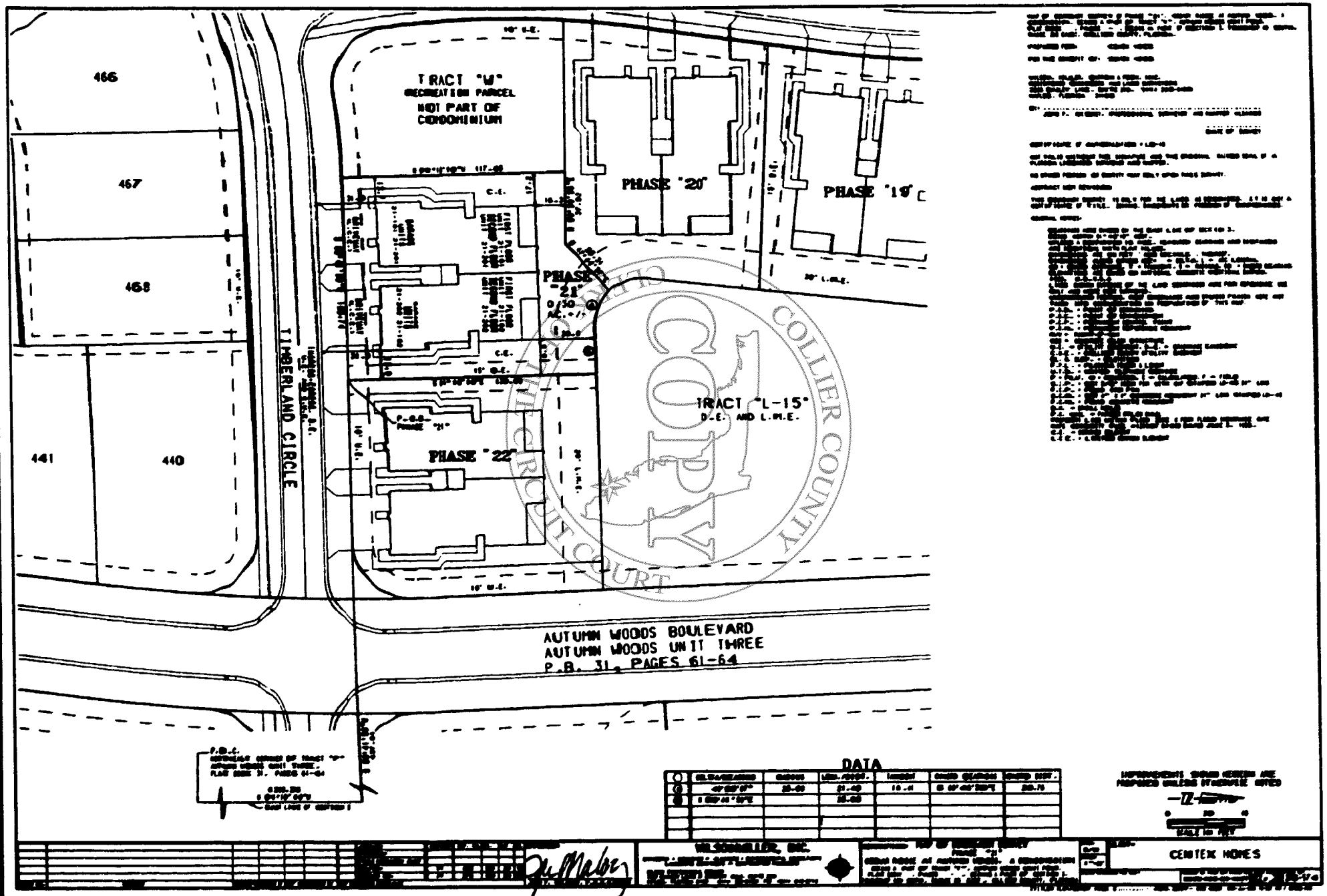

WilsonMiller

New Directions in Planning, Design & Engineering

Legal description,
being a part of Tract "V" Autumn Woods Unit Four,
Plat Book , pages , being a part of Section 3,
Township 49 South, Range 25 East,
Collier County, Florida
Phase 22, Cedar Ridge at Autumn Woods, a Condominium

Commencing at the northeast corner of Tract "P", according to the plat of Autumn Woods Unit Three, Plat Book 31, pages 61 through 64 of the Public Records of Collier County, Florida.
thence along the east line of said Section 3, North 01°18'10" West 1528.36 feet;
thence leaving said east line, South 88°41'50" West 524.52 feet to the westerly right-of-way line of Autumn Woods Blvd according to the plat of said Autumn Woods Unit Three and the Point of Beginning;

thence along the westerly right-of-way line of said Autumn Woods Blvd in the following two described courses:

1) South 02°22'33" East 81.22 feet;
2) southerly 18.73 feet along the arc of a circular curve concave westerly having a radius of 1140.00 feet through a central angle of 00°56'28" and being subtended by a chord which bears South 01°54'19" East 18.72 feet to a point of compound curvature;

thence leaving said westerly right-of-way line southwesterly 47.19 feet along the arc of a circular curve concave northwesterly having a radius of 30.00 feet through a central angle of 90°07'55" and being subtended by a chord which bears South 43°37'53" West 42.48 feet;
thence South 88°41'50" West 85.04 feet;
thence North 01°18'10" West 130.00 feet;
thence North 88°41'50" East 113.32 feet to the Point of Beginning.

Subject to easements and restrictions of record.
Containing 0.34 acres more or less.
Bearings are based on the east line of said Section 3, being North 01°18'10" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: John P. Maloney Date 6.3.99
John P. Maloney, P.S.M. #4493

Ref. 2G-574, sheet 23
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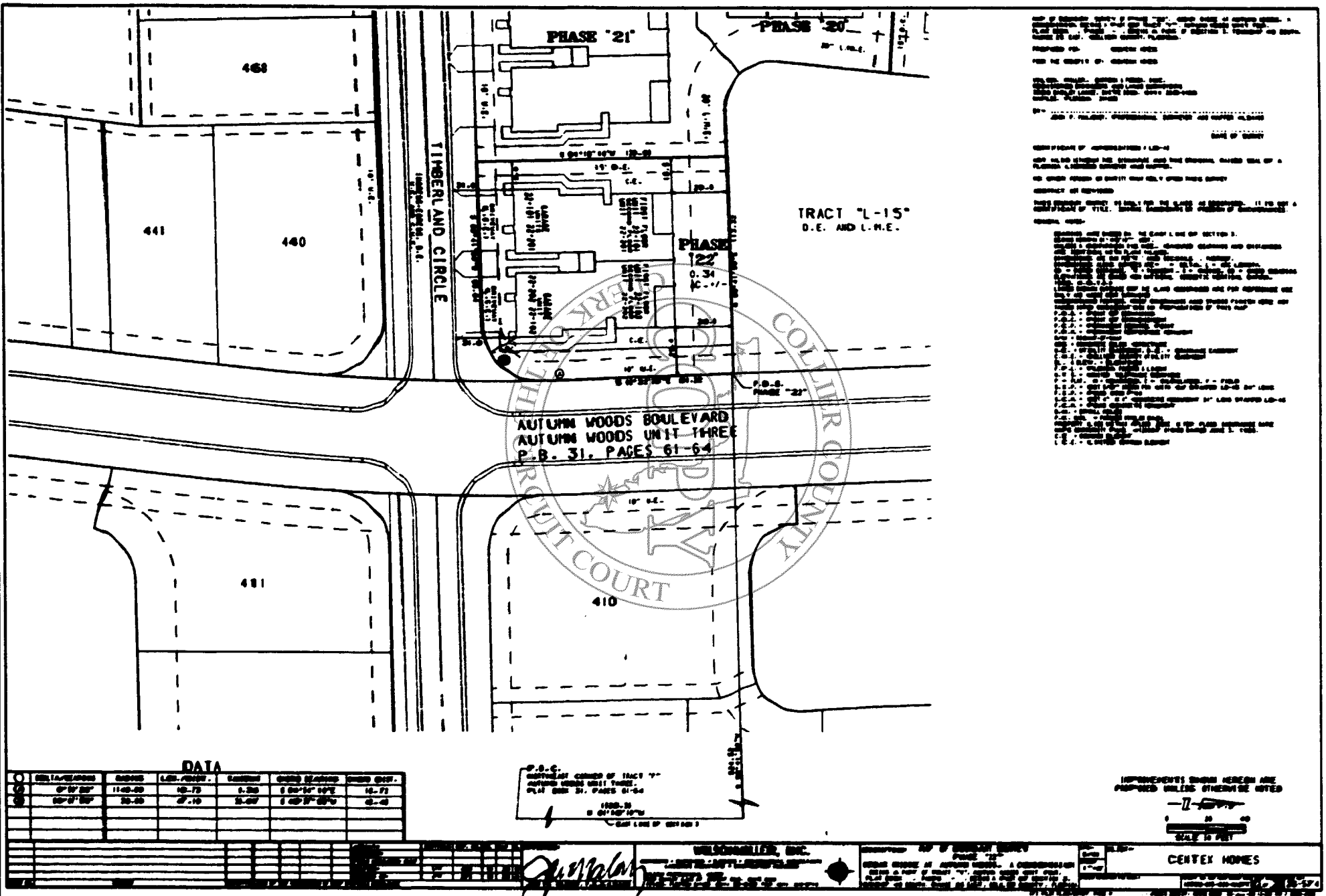
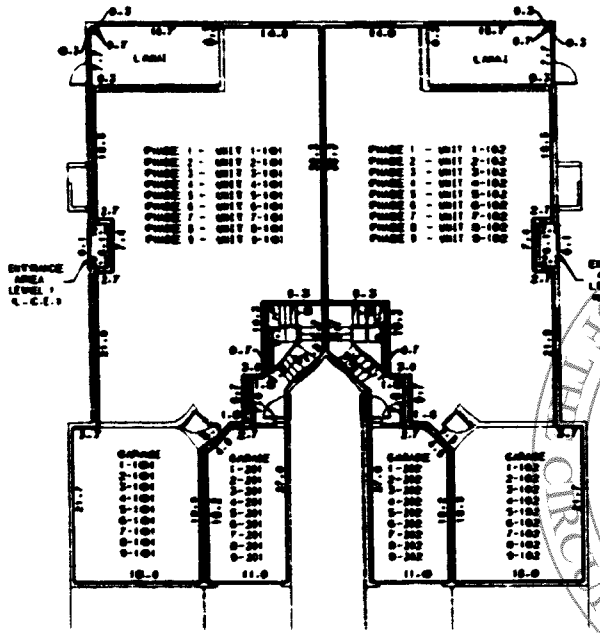
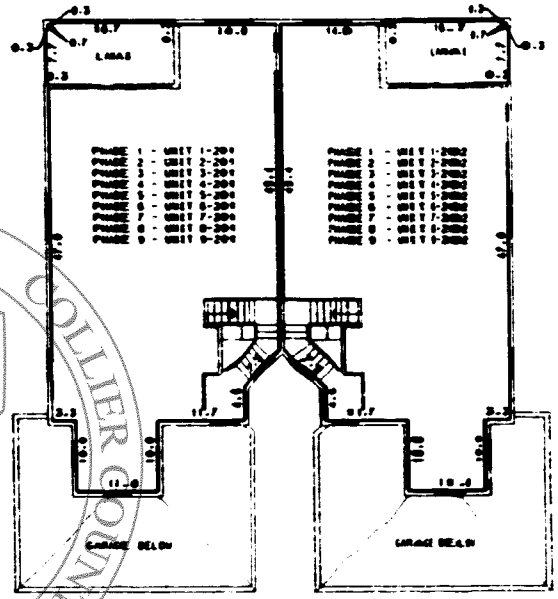
www.wilsonmiller.com



OR: 2701 PG: 0904



LEVEL 1



LEVEL 2

GENERAL NOTES:

1. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENT (C.E.) UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE TO FINIT AND DECIMALS THEREOF.
3. DENOTES APPURTENANT UNIT DESIGNATION.
4. DENOTES APPURTENANT LIMITED COMMON ELEMENT (L.C.E.) REFER TO DECLARATION OF CONDOMINIUM FOR FURTHER DESCRIPTION, DEFINITION AND LOCATION.
5. THERE IS AN AIR CONDITIONING COMPRESSOR (L.C.E.) LIMITED COMMON ELEMENT FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

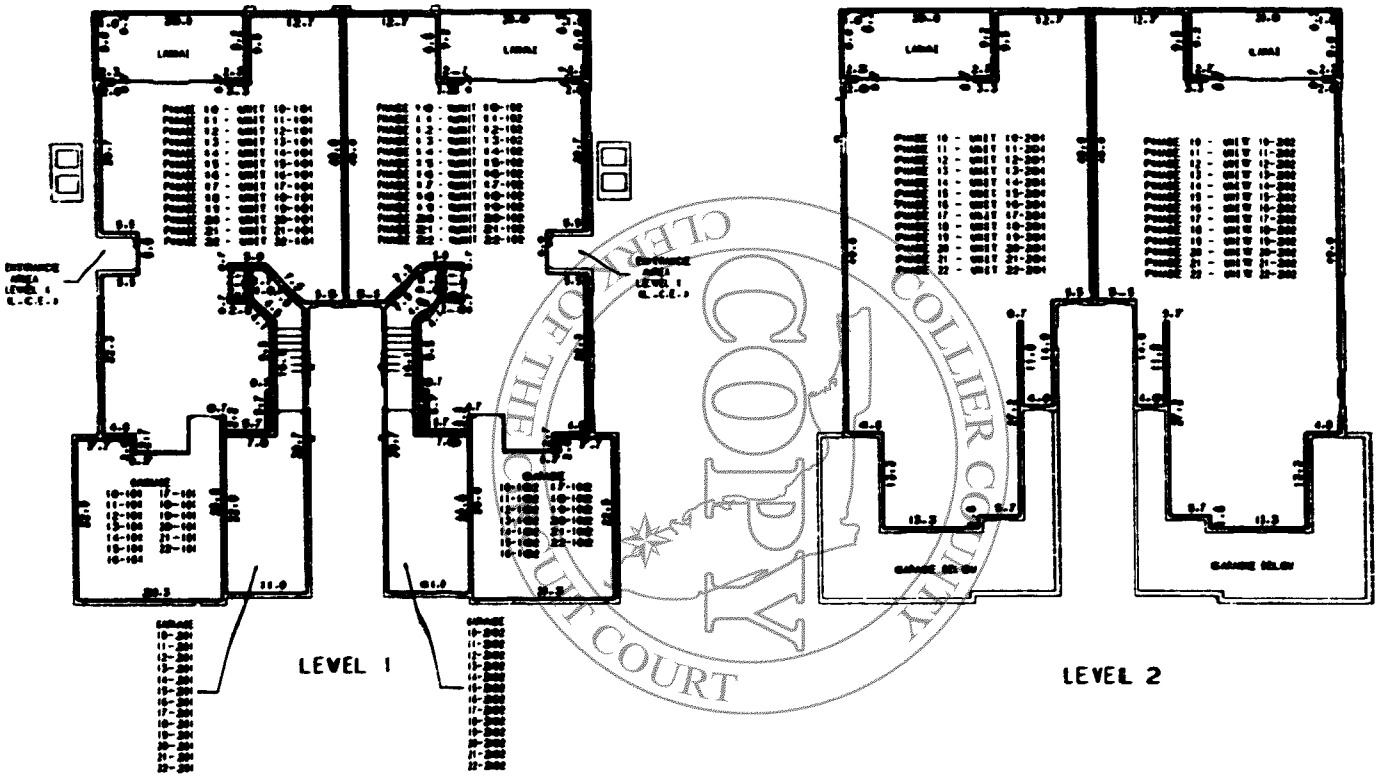
0 8 16
SCALE IN FEET

WILSON MILLER, INC.

CITY REVIEW PLAN
PHASES "A" THROUGH "D"
CEDAR RIDGE AT ARTHUR HOMES - A CONDOMINIUM

CENTEX HOMES

OR: 2701 PG: 0905



GENERAL NOTES:

1. EVERYTHING OUTSIDE OF THE UNITS ARE COMMON ELEMENT (C.E.) UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE TO FINIT AND EXTERIOR FACE.
3. [illegible] LIMITED COMMON ELEMENT (L.C.E.) [illegible] DEFINITION AND LOCATION.
4. THERE IS ONE AIR CONDITIONING COMPRESSOR (L.C.E.) LIMITED COMMON ELEMENT FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

0 8 16
SCALE IN FEET

WILSON MILLER, INC.

CITY REVIEW PLAN
PHASE "10" THROUGH "22"
CENTRE HOME OF ROYAL HOMES, A DIVISION OF CENTEX HOMES OF CONDO "A", [illegible]

CENTEX HOMES

UNIT	LOWER LIMIT GARAGE	UPPER LIMIT GARAGE	LOWER LIMIT UNIT	UPPER LIMIT UNIT
1-101, 1-102				
1-201, 1-202				
2-101, 2-102				
2-201, 2-202				
3-101, 3-102				
3-201, 3-202				
4-101, 4-102				
4-201, 4-202				
5-101, 5-102				
5-201, 5-202				
6-101, 6-102				
6-201, 6-202				
7-101, 7-102				
7-201, 7-202				
8-101, 8-102				
8-201, 8-202				
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19-101, 19-102				
19-201, 19-202				
20-101, 20-102				
20-201, 20-202				
21-101, 21-102				
21-201, 21-202				
22-101, 22-102				
22-201, 22-202				

GENERAL NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

0 20 40

SCALE IN FEET

WILSON MILLER, INC.

[illegible]

CENTEX HOMES

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CEDAR RIDGE AT AUTUMN WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 26, 2000, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H00000033945. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N00000004242.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of June, 2000

Authentication Code: 100A00036187-062700-N00000004242-1/1

EXHIBIT C PAGE 1

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
CEDAR RIDGE AT AUTUMN WOODS CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act") as amended through the date of recording the first Declaration amongst the Public Records of Collier County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the first Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Association" means Cedar Ridge at Autumn Woods Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Cedar Ridge at Autumn Woods, a Condominium, and any other Cedar Ridge at Autumn Woods Condominium(s) which may be developed.

D. "Autumn Woods" means the name given to the planned development in which the Condominium is located and which is more particularly described in the Declaration.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Bylaws of the Association.

G. "Cedar Ridge" initially means the initial section within Cedar Ridge at Autumn Woods, a Condominium upon which Developer intends to develop the Condominium; however, Developer and Additional Owner have reserved the right to develop additional condominium developments and/or non-condominium developments in the overall proposed Cedar Ridge.

H. "Cedar Ridge at Autumn Woods, a Condominium" means the initial condominium in Cedar Ridge which is the subject of a Declaration.

I. "Cedar Ridge Condominium(s)" means the condominium or condominiums in Cedar Ridge which are the subject of a Declaration, including, but not limited to, Cedar Ridge at Autumn Woods, a Condominium.

Prepared by: Mary A. Marnell, Esq., FL Bar #0878431
Ruden, McClosky, et al., 5150 No. Tamiami Trail,
Suite 602 Newgate Tower, Naples, Florida 34103
(941) 659-1100

J. "Common Elements" means the portion of the Condominium Property not included in the Homes.

K. "Common Surplus" means the excess of receipts of the Association collected on behalf of Cedar Ridge Condominium(s) (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

L. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration of Condominium of Cedar Ridge at Autumn Woods, a Condominium or amendment thereto adding a subsequent phase pursuant to Section 718.403 of the Act.

M. "Condominium Property" means the real property submitted to condominium ownership pursuant to a Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Homes and Common Elements and all easements intended for use in connection with Cedar Ridge at Autumn Woods Condominium, all as more particularly described in each Declaration.

N. "County" means Collier County, Florida.

O. "Declaration" means a Declaration of Condominium by which a Cedar Ridge at Autumn Woods Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

P. "Developer" means Centex Homes, a Nevada general partnership, its successors, grantees and assigns. An 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 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.

Q. "Director" means a member of the Board.

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

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

T. "Member" means a member or members of the Association.

U. "Neighborhood Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against an Owner.

V. "Neighborhood Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Neighborhood Documents and include:

(i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in each Declaration), costs of carrying out the powers and duties of the Association with respect to Cedar Ridge Condominium(s) and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property; and

(ii) any other expenses designated as Neighborhood Common Expenses from time to time by the Board.

W. "Neighborhood Documents" means in the aggregate each Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Cedar Ridge Condominium.

X. "Phase" means those portions of the real property within Cedar Ridge and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of a Cedar Ridge Condominium by the recording of a Declaration or an amendment thereto.

Y. "Public Records" means the Public Records of the County.

Z. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Home owned by more than one (1) owner or by any entity.

AA. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I
NAME AND ADDRESS

The name of this Association shall be Cedar Ridge at Autumn Woods CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address is 5801 Pelican Bay Boulevard, Suite 600, Naples, FL 34108.

ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns within Autumn Woods. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of twenty-two (22) Phases. If Developer closes on the remainder of its purchase of the Land from Additional Owner and submits all twenty-two (22) Phases to condominium ownership as part of the Condominium by recording the Declaration and several amendments thereto amongst the Public Records, then the Condominium shall be the only condominium in Cedar Ridge and shall be the only condominium administered by the Association.

B. If Developer does not submit all twenty-two (22) Phases to condominium ownership as part of the Condominium, Developer may submit the land in Cedar Ridge not included in the Condominium to condominium ownership as one (1) or more additional Cedar Ridge Condominiums to be administered by the Association.

C. All or any portion of Cedar Ridge not included in Cedar Ridge at Autumn Woods, a Condominium may be developed with residential housing units either as a condominium which is not a Cedar Ridge Condominium, and thus would not be administered by the Association, or as a non-condominium development, such as non-condominium townhouses, rental housing or cooperatively owned housing, etc.

D. 1. The Association shall be the condominium association responsible for the operation of each Cedar Ridge Condominium subject to the terms and restrictions of the Neighborhood Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) Cedar Ridge Condominium is created. Each Home Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage Cedar Ridge, including the Condominium Property; to own portions of, operate, lease, sell, trade and otherwise deal with Cedar Ridge and certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Neighborhood Documents and all other lawful purposes.

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Neighborhood Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Homes and the Common Elements);

2. To make, levy, collect and enforce Neighborhood Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Home Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Cedar Ridge and the payment of Neighborhood Common Expenses and other expenses in the manner provided in the Neighborhood Documents and the Act and to use and expend the proceeds of such Neighborhood Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the applicable Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Neighborhood Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Neighborhood Common Expenses of the Cedar Ridge Condominiums, and as to the installation, maintenance and operation of a "master" television antenna system and a cable television system;

7. To purchase: (i) Home(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Neighborhood Documents.

ARTICLE IV
MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Until such time as Cedar Ridge at Autumn Woods, a Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Cedar Ridge at Autumn Woods, a Condominium is submitted to condominium ownership by the recordation of the Declaration, the Home Owners, which shall mean in the first instance Developer as the owner of all the Homes, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Home as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior owner shall terminate as to that Home. Where title to a Home is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Home, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Home.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Home.

E. If a second Cedar Ridge Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Home Owners in each Cedar Ridge Condominium constituting a class, and for so long as Developer owns any Homes (collectively, "Units"), an additional class comprised of those Units owned by Developer shall also exist as a separate class ("Developer Class"). If one or more additional Cedar Ridge Condominiums are submitted to condominium ownership, the Home Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium. Each class, except the Developer Class, shall be designated by a numeral denoting the sequence in which the Cedar Ridge Condominium was submitted to condominium ownership. For example, the Home Owners of Cedar Ridge at Autumn Woods, a Condominium, provided it is the first Cedar Ridge Condominium submitted to condominium ownership by recordation of a Declaration, would be "Class 1 Members."

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately

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below. In any event, however, each Home, including each Home owned by Developer, shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Declaration(s) and the Neighborhood Documents; provided, however, on such matters requiring a vote of the Developer Class, Homes owned by the Developer shall also have a vote in such class. In the event there is more than one (1) owner with respect to a Home as a result of the fee interest in such Home being held by more than one (1) person or entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Cedar Ridge Condominium or any combination of Cedar Ridge Condominiums shall be voted upon only by the Class Members of the applicable Cedar Ridge Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Cedar Ridge Condominium or any combination of Cedar Ridge Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Cedar Ridge Condominium or any combination of Cedar Ridge Condominiums which the Board determines to require the vote of the Members as a whole shall be effective with regard to a Cedar Ridge Condominium unless the Class Members of the particular Cedar Ridge Condominium or any combination of Cedar Ridge Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Timothy J. Ruemler, 5801 Pelican Bay Boulevard, Suite 600, Naples, FL 34108.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Daniel J. Halloran
Vice President	Timothy Scarsella
Secretary	Maria Class
Treasurer	Maria Class

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Date" (as hereinafter defined) shall be three (3). Provided, however, beginning with such date, there shall also be a Class Director for each additional Cedar Ridge Condominium and, if necessary, there shall also be an additional Director elected "at large", so that there will always be an odd number of Directors. The number of Directors elected by the Members at and subsequent to the Majority Election Date shall be as provided in Paragraph L of this Article IX. Except for

Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Maria Class	5801 Pelican Bay Boulevard Suite 600 Naples, FL 34108
Timothy Scarsella	5801 Pelican Bay Boulevard Suite 600 Naples, FL 34108
Daniel J. Halloran	5801 Pelican Bay Boulevard Suite 600 Naples, FL 34108

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. If upon the occurrence of the "Majority Election Date" (as hereinafter defined), more than one (1) Cedar Ridge Condominium has been submitted to condominium ownership, then a class of Directors ("Class Directors") shall be created for each Cedar Ridge Condominium in the manner provided for in Paragraph G of this Article IX. Each class shall be designated by a numeral denoting the sequence in which the Cedar Ridge Condominium was submitted to condominium ownership. For example, the Directors of the Cedar Ridge Condominium, provided it is the first Cedar Ridge Condominium submitted to condominium ownership, would be "Class 1 Directors." Each Cedar Ridge Condominium shall have one Class Director and one or more Director(s) shall be elected "at large," in accordance with Paragraph A of this Article IX.

D. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Homes" (as hereinafter defined) (as evidenced by the recordation of deeds), including Homes located within all Phases of the Cedar Ridge Condominium as contemplated in the Declaration(s) (provided the Developer still holds the right to submit additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of

Paragraph IX.E below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.D.

The term "Total Homes" means the number of Homes contemplated for all Cedar Ridge Condominium (less the number of Homes in any and all Phases of any Cedar Ridge Condominium developed as a phase condominium pursuant to the Act, which Developer decides neither to submit as part of such Cedar Ridge Condominium as provided in the applicable Declaration nor submit to condominium ownership as a separate Cedar Ridge Condominium).

E. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the sum of the Total Homes in Cedar Ridge Condominiums have been "Closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Homes in Cedar Ridge Condominiums have been Closed; or

3. Five (5) years after the sale by Developer of the first Home has been Closed; or

4. When all of the Total Homes in Cedar Ridge Condominiums have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

5. When some of the Total Homes in Cedar Ridge Condominiums have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

6. Seven (7) years after the recordation of the first Declaration; or

7. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.

The term "Closed" shall mean the recording of a deed or other instrument of conveyance to a Purchaser Member amongst the Public Records.

F. The election of not less than a majority of Directors by the Purchaser Members shall occur on a date to be called by the Board for such purpose ("Majority Election Date").

G. On the Majority Election Date, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. All of the Purchaser Members shall also elect one or more Directors-at-large in accordance with Article IX.A. herein, if applicable. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members Meeting held after the Majority Election Date, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

J. The Initial Election Meeting and the Majority Election Date shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Homes in all Cedar Ridge Condominiums for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act.

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Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

L. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Date occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors. In the event, however, there are two (2) or more Cedar Ridge Condominiums, then the number of Directors shall be one (1) from each Class and one (1) Director elected at large, at a minimum.

M. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association or all of the Cedar Ridge Condominiums.

3. On matters pertaining exclusively to a particular Cedar Ridge Condominium(s), only the affected Class Directors shall vote thereon.

4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter is subject to a vote of the Directors, shall be voted on by Class Directors or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, (a) on matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Neighborhood Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Neighborhood Assessments against Members to defray the costs of the Neighborhood Common Expenses; collecting that portion of Common Expenses attributable to Home Owners in Cedar Ridge as determined in accordance with the Community Declaration; and collecting charges for Cable Expenses as determined in accordance with the Cable Television Agreement, as such agreement is described in each Declaration.

B. Using the proceeds of Neighborhood Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within the Cedar Ridge Condominium(s).

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Cedar Ridge Condominium(s).

E. Making and amending rules and regulations with respect to the Cedar Ridge Condominium(s).

F. Enforcing by legal means the provisions of the Neighborhood Documents.

G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Documents and the Act including, but not limited to, the making of Neighborhood Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Neighborhood Assessments which are or may become liens against the Common Elements of the Cedar Ridge Condominium(s) or against Association Property and assessing the same against Homes, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Neighborhood Documents and acquiring one insurance policy to insure the Condominium Property of all Cedar Ridge Condominiums and to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each of the Cedar Ridge Condominiums and not billed directly to Owners of the individual Homes.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Approving or disapproving of proposed purchasers of Homes by gift, devise, or inheritance and other transferees and approving or disapproving of proposed lessees of Homes in accordance with the provisions set forth in the Neighborhood Documents and the Act and collecting the highest fee allowed by the Act therefor.

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M. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

N. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

O. Maintaining an adequate number of copies of the Neighborhood Documents, as well as the question and answer sheet referred to in Paragraph X.N. above, on the Condominium Property to ensure their availability to Home Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

P. Ensuring that the following contracts shall be in writing:

(i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

(ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

Q. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

R. All other powers and duties reasonably necessary to operate and maintain the Cedar Ridge Condominium(s) administered by the Association, in compliance with the Neighborhood Documents, the Community Documents, and the Act.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement

as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the recording of a Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the first Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members and of the Developer Class shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class pursuant to Article IV and/or Paragraph XIII.B hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class, the affirmative vote of a majority of the votes of all Members entitled to vote thereon and the approval of the Developer Class; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. The Developer Class shall be entitled to vote as a Class on all amendments made pursuant to Paragraph XIII.B above.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the applicable Declaration.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration(s), recorded amongst the Public Records as an amendment to each Declaration.

F. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Additional Owner, or of the holder, guarantor or insurer of a first mortgage on any Home or of any "Institutional Mortgagee" (as defined in each Declaration) without such party's prior written consent.

ARTICLE XIV
EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5801 Pelican Bay Boulevard, Suite 600, Naples, FL 34108, and the initial registered agent of the Association at that address shall be Timothy J. Ruemler.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 12 day of June, 2000.

TIMOTHY J. RUEMLER, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Cedar Ridge at Autumn Woods Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

TIMOTHY J. RUEMLER, Registered Agent

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 TIMOTHY J. RUEMLER, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 22 day of June, 2000.

Tamara J. Ludwig
Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

TAMARA JO LUDWIG
MY COMMISSION # CC 672910
EXPIRES: December 2, 2001
Bonded Thru Notary Public Underwriters

OR: 2701 PG: 0926

BYLAWS
OF
CEDAR RIDGE AT AUTUMN WOODS CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of CEDAR RIDGE AT AUTUMN WOODS CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the development known as Cedar Ridge as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act") as amended through the date of recording the first "Declaration" amongst the Public Records of Collier County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary, references to any of the Neighborhood Documents shall be deemed to include any amendment to such document as set forth therein.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2. The Members shall meet annually on the Condominium Property or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President

or Vice President upon receipt of a written request from one-third (1/3) of the Members or any Class Members, as the case may be, except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed to each Member at his last known address as it appears on the books of the Association. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed or delivered to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the Rules and Regulations, at least fourteen (14) continuous days prior to the meeting. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Neighborhood Documents (provided the express provision of the Neighborhood Documents are in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of a majority of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in any Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when any additional condominiums developed in Cedar Ridge, other than Cedar Ridge at Autumn Woods, a Condominium, are submitted to condominium ownership, Class Members shall be created for Dwelling Unit Owners in each additional condominium in Cedar Ridge. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in the Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members may vote by general Proxy, or by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies

and general proxies may also be used for voting on the matters outlined in section 718.112(2)(b)2 of the Act. To the extent permitted by law, a proxy limited or general, may be used in the election of the Board. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the Rules and Regulations. In addition, any Member may tape record or videotape a meeting in accordance with the Rules and Regulations.

Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors, including but not limited to, the division of the Board into Class Directors are hereby incorporated herein by reference. Voting for Class Directors, if applicable, shall be noncumulative (there shall be appurtenant to each Dwelling Unit as many votes for Directors as there are Directors for the Class to be elected, together with as many votes for Directors as there are Directors-at-large to be elected; provided, however, no Member or Owner may cast more than one (1) vote for each Dwelling Unit owned by him or her for any one (1) person nominated as a Class Director or Director-at-large). Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors (or by the remaining Class Directors in which the vacancy occurs, if applicable). Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the vote or the agreement in writing by a majority of all the Voting Interests. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6. The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Notice of the organizational meeting shall be given in accordance with the provisions of Section 4.8 hereinbelow.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of Class Directors.

4.8. Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property of each additional condominium in Cedar Ridge, as more specifically set forth in the Rules and Regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding Dwelling Unit use will be considered, shall be mailed or delivered to the Dwelling Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. For matters to be considered by the Board as a whole, as set forth in Article IX, Paragraph M of the Articles, a quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Neighborhood Documents. For matters to be considered by Class Directors, as set forth in Article IX, Paragraph M of the Articles, a quorum of the Board shall consist of a majority of the Directors of the affected Class Directors and such

matters approved by a majority of the Class Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Neighborhood Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the Rules and Regulations. In addition, any Member may tape record or videotape a meeting in accordance with the Rules and Regulations.

Section 5. Fining Procedure for Enforcement of the Neighborhood Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Neighborhood Documents, including the rules and regulations, shall be as follows:

5.1.1. <u>First Offense (1st Notice)</u>

When the Association becomes aware of noncompliance of a rule or regulation by a Dwelling Unit Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Dwelling Unit Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2. <u>Second Offense (2nd Notice)</u>

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Dwelling Unit Owner by certified mail, and shall contain notice to the Dwelling Unit Owner and, if applicable, its licensee or invitee, of the right to an opportunity for a hearing

before a committee of other Dwelling Unit Owners. This notice shall further explain that pursuant to F.S. 718.303(3), a fine may be levied for this and future repeat offenses with this notice as the single notice and opportunity for hearing provided to the Dwelling Unit Owner.

5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

5.2. Exemptions and Hearings

(a) Any Dwelling Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in the Rules and Regulations.

5.3. A Dwelling Unit Owner who fails to timely pay any Neighborhood Assessment shall be charged a late charge by the Association for such late Neighborhood Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to collect said Neighborhood Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances (which is, however, subject to change without notice as provided in Paragraph 5.4):

(a) Fifty Dollars ($50) for a warning letter to a Dwelling Unit Owner that he or she is delinquent in the payment of his Neighborhood Assessments;

(b) One Hundred Dollars ($100) for a Claim of Lien plus recording costs of $6.00 and sending of Notice of Intention to Foreclose;

(c) Fifty Dollars ($50) for any subsequent Claims of Lien plus recording costs;

(d) Fifty Dollars ($50) for a Satisfaction of Lien plus recording costs; and

(e) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Neighborhood Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

5.5. Written Inquiries by Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)2, F.S., as it may be amended from time to time.

5.6. A fee in an amount determined by the Board in compliance with the provisions of the Act may be charged by the Board for the approving or disapproving of proposed purchasers of Dwelling Units.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by

the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Cedar Ridge.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Dwelling Units or their authorized representatives at reasonable times. The Association may charge Dwelling Unit Owners, owners of first mortgages on Dwelling Units or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association and separate accounting records for each condominium it operates, maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Dwelling Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the Dwelling Unit Owner, the due date and amount of each Neighborhood Assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant unless this requirement is waived pursuant to Section 718.111(14) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its

delivery or mailing to the Member at the last known address shown on the books and records of the Association. In the event the requirements of Rule 61B-22.006, F.A.C. are properly waived, then the Report shall be prepared and furnished complying with Sections 718.111(13) and 718.111(14) of the Act and Rule 61B-22.006, F.A.C.

7.2. Budget

(a) The Board shall adopt the budget for the Neighborhood Common Expenses of each condominium in Cedar Ridge and, if applicable, a schedule for Association Expenses ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose before the end of the current Budget year and prior to the applicable Budget Year. Prior to the Budget Meeting, a proposed Budget for each condominium in Cedar Ridge shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to each condominium in Cedar Ridge:

(i) Administration of the Association
(ii) Utilities
(iii) Management Fees
(iv) Maintenance
(v) Rent for recreational and other commonly used facilities
(vi) Taxes upon Association property
(vii) Taxes upon leased areas
(viii) Insurance
(ix) Security provisions
(x) Other expenses
(xi) Operating capital
(xii) Reserves for Capital Expenditures and Deferred Maintenance
(xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for each condominium in Cedar Ridge constitutes an estimate of the expenses to be incurred by the Association for and on behalf of such condominium in Cedar Ridge. The procedure for the allocation of the expenses attributable to each condominium in Cedar Ridge, which are the Neighborhood Common Expenses of such condominium in Cedar Ridge, shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) condominium in Cedar Ridge (such as administrative expenses) shall be allocated by the Board amongst the several condominiums in Cedar Ridge to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each condominium in Cedar Ridge, the numerator of which is the number of Dwelling Units within the particular condominium in Cedar Ridge to which such expenses are being allocated and the denominator of which is the total number of Dwelling Units in the various condominiums in Cedar Ridge to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular condominium in Cedar Ridge, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable to one (1) condominium in Cedar Ridge (such as, but not limited to, utilities and maintenance for the Common Elements of a particular condominium in Cedar Ridge) shall be allocated by the Board as a Neighborhood Common Expense solely of such condominium in Cedar Ridge.

(iii) In the event there is only one (1) condominium in Cedar Ridge, then all expenses of the Association shall be applicable to that condominium.

(c) Association Expenses with respect to the Association Property, if any, shall be assessed equally against all Dwelling Units by dividing the amount of the Association Expenses by the total number of Dwelling Units in all of the condominiums in Cedar Ridge, as they may exist from time to time.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for each condominium in Cedar Ridge shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars ($10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, less than a full reserve or no reserve for deferred maintenance and replacement is elected, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests voting in person or by limited proxy at a duly called meeting of the Association.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for each condominium in Cedar Ridge shall not alter or abrogate the obligation to pay Neighborhood Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Neighborhood Common Expenses which cover more than such calendar year; (iv) Neighborhood Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously

incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Neighborhood Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Neighborhood Assessments or expend funds to pay for Neighborhood Common Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Neighborhood Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Neighborhood Assessments against the Members in excess of 115% of such Neighborhood Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Neighborhood Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Neighborhood Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis;

(3) Expenses for betterments to the Condominium Property; and

(4) Common Expenses of the Community Association.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Dwelling Units, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but to be held within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Neighborhood Common Expenses. The adoption of the revisions to the Budget of Neighborhood Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Dwelling Units in each condominium in Cedar Ridge. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Neighborhood Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Neighborhood Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Date, the Board shall not impose a Neighborhood Assessment pursuant to a Budget for Neighborhood Common Expenses for each condominium in Cedar Ridge which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Neighborhood Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when any additional condominium(s) in Cedar Ridge, other than Cedar Ridge at Autumn Woods, a Condominium, are created pursuant to the Act, then the Budget shall allocate Neighborhood Assessments for Neighborhood Common Expenses to each condominium in Cedar Ridge. In each case in which the Neighborhood Assessments for Neighborhood Common Expenses for the affected condominium in Cedar Ridge [less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

7.4. Allocation of Neighborhood Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of each condominium in Cedar Ridge shall be set forth in the Budget and shall constitute the Neighborhood Common Expenses of such condominium in Cedar Ridge. The Neighborhood Common Expenses shall be apportioned to each Dwelling Unit Owner based upon his share of Neighborhood Common Expenses, as provided in the Declaration of each condominium in Cedar Ridge.

(b) Notwithstanding the allocation to each Dwelling Unit of its share of Neighborhood Common Expenses, an Owner shall also be liable for any Special Assessments levied by the Board against his Dwelling Unit as provided in the Neighborhood Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Neighborhood Assessments and Special Assessments for Neighborhood

Common Expenses from a Dwelling Unit Owner in the manner set forth in the Neighborhood Documents.

(c) To the extent that the Association at any time has either a Common Surplus or Neighborhood Common Expense in regard to the operation of condominium(s) in Cedar Ridge which cannot be attributed to one or more particular condominium in Cedar Ridge, then such Common Surplus or Neighborhood Common Expense shall be prorated equally based on the number of Dwelling Units within each condominium in Cedar Ridge and thereafter be deemed a Neighborhood Common Expense or Common Surplus of each condominium in Cedar Ridge as set forth in its Declaration.

(d) If, as and when any additional condominiums in Cedar Ridge are created pursuant to the Act, the expenses attributable to each condominium in Cedar Ridge shall be allocated and apportioned to each condominium in Cedar Ridge in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. All funds shall be maintained separately in the Association's name, and reserve and operating funds of the Association shall not be commingled. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of each condominium in Cedar Ridge at any meeting of the Board; provided such rules and regulations are not inconsistent with the Neighborhood Documents nor detrimental to sales of Dwelling Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Dwelling Unit Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Neighborhood Documents or the Act. In the event of a conflict, the provisions of the Neighborhood Documents and the Act shall govern.

Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be

sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Dwelling Unit in Cedar Ridge, the validity of such mortgage or any of the rights of Developer.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

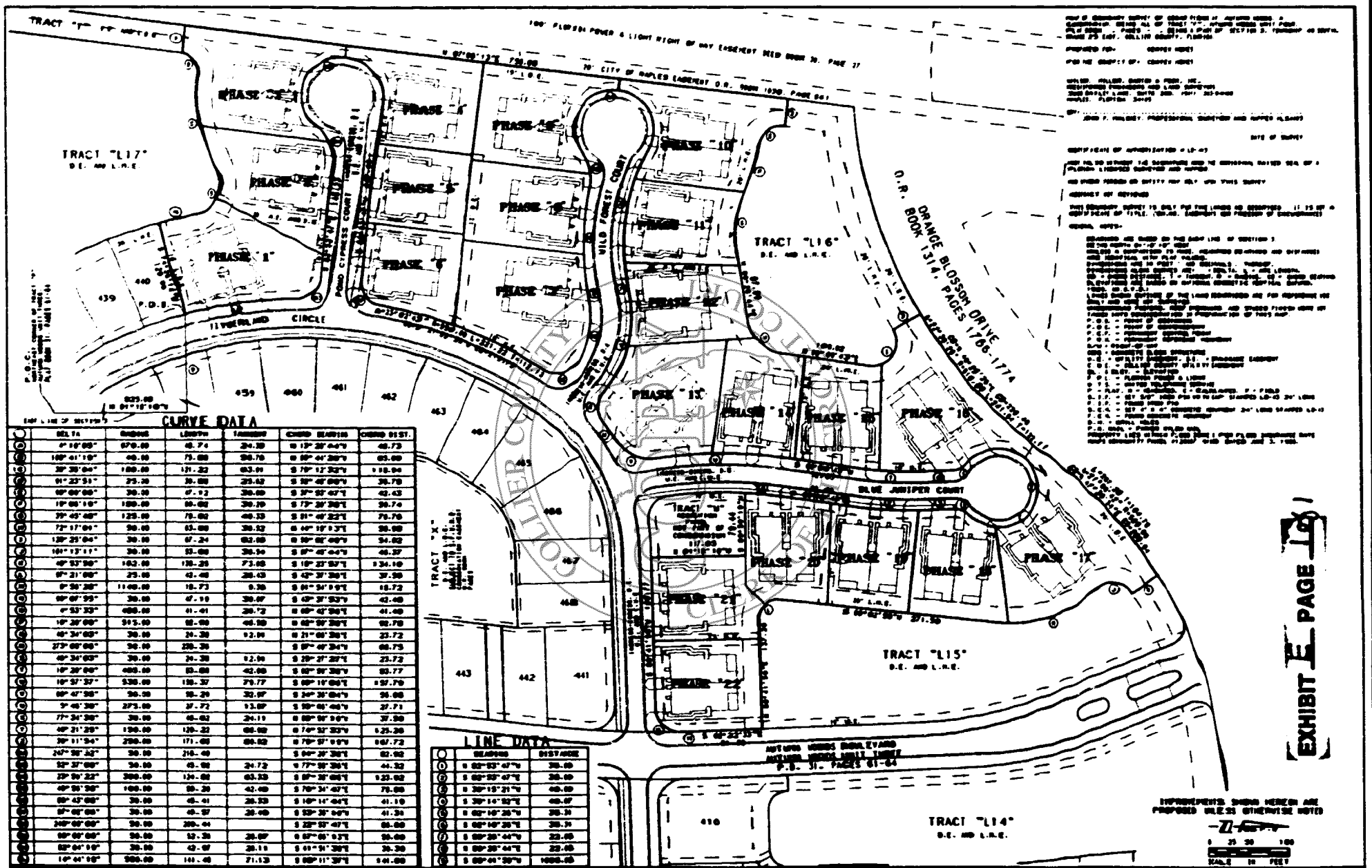
CEDAR RIDGE AT AUTUMN WOODS
CONDOMINIUM ASSOCIATION, INC.

By: _____
DANIEL J. HALLORAN, President

Attest: _____
MARIA CLASS, Secretary

(CORPORATE SEAL)

MAP:10171:1



CURVE DATA

	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
1	4°16'05"	670.00	46.74	24.39	N 13° 28' 44"W	46.73
2	109°41'19"	40.00	75.00	50.75	N 69° 44' 28"W	63.99
3	39°35'04"	180.00	121.32	63.01	S 79° 12' 32"W	118.94
4	91°23'51"	25.00	39.88	25.62	S 50° 45' 06"W	35.78
5	60°00'00"	30.00	31.42	30.00	S 37° 55' 47"W	42.43
6	19°00'10"	180.00	59.69	30.20	S 73° 29' 38"E	59.74
7	39°45'40"	120.00	78.02	40.33	S 51° 49' 22"E	76.76
8	72°17'04"	30.00	63.00	36.52	S 44° 19' 13"E	58.98
9	120°25'04"	30.00	67.24	62.00	S 59° 02' 46"W	54.02
10	101°13'11"	30.00	53.00	36.50	S 57° 45' 44"W	46.37
11	49°53'50"	162.00	138.25	73.05	S 18° 23' 53"E	134.10
12	97°21'00"	25.00	42.48	28.43	S 43° 31' 36"E	37.50
13	5°50'28"	1140.00	18.73	9.38	S 84° 34' 19"E	18.72
14	60°07'55"	30.00	47.10	30.07	S 43° 31' 53"W	42.40
15	4°53'33"	480.00	41.01	20.72	S 69° 42' 56"E	41.00
16	19°20'00"	315.00	95.00	48.10	S 60° 55' 30"E	92.78
17	45°34'03"	30.00	24.38	12.94	N 21° 08' 38"E	23.72
18	273°08'06"	30.00	238.36		S 87° 46' 34"W	68.75
19	45°34'03"	30.00	24.38	12.94	S 23° 27' 28"E	23.72
20	19°20'00"	480.00	80.88	42.08	S 60° 55' 30"E	80.77
21	19°37'37"	530.00	181.37	79.77	S 69° 19' 08"E	197.79
22	60°47'38"	30.00	35.24	32.97	S 34° 35' 04"W	33.00
23	5°46'38"	273.00	27.72	13.87	S 59° 06' 46"W	27.71
24	77°34'38"	30.00	40.62	24.11	S 88° 56' 06"W	37.58
25	49°21'25"	150.00	129.22	68.02	N 74° 52' 33"W	125.20
26	39°11'34"	250.00	171.00	88.02	N 79° 57' 09"W	167.72
27	247°58'32"	30.00	216.40		S 04° 20' 38"E	82.02
28	52°37'00"	30.00	45.98	24.72	N 77° 58' 36"E	44.32
29	23°59'22"	300.00	124.02	63.33	S 88° 38' 06"E	123.02
30	40°58'38"	100.00	69.38	42.40	S 70° 34' 40"E	70.00
31	69°43'00"	30.00	45.41	28.33	S 16° 14' 04"E	41.19
32	97°00'00"	30.00	49.97	32.40	S 53° 35' 00"W	41.34
33	249°00'00"	30.00	209.44		S 23° 55' 47"E	60.00
34	90°00'00"	30.00	52.36	30.00	S 67° 04' 13"E	30.00
35	82°04'19"	30.00	42.97	26.16	S 61° 51' 38"E	39.38
36	16°44'18"	300.00	100.46	71.13	S 88° 11' 38"E	100.00

LINE DATA

	BEARING	DISTANCE
1	S 02°53'47"W	30.00
2	S 02°53'47"E	30.00
3	S 30°15'21"W	40.00
4	S 30°14'52"E	40.07
5	S 02°16'26"W	30.31
6	S 02°16'26"E	30.31
7	S 00°20'44"W	22.00
8	S 00°20'44"E	22.00
9	S 00°44'39"W	1000.00