



DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF

The Retreat

AT WEKIVA

A CROSSWINDS COMMUNITY

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE RETREAT AT WEKIVA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RETREAT AT WEKIVA, ("Declaration") is made and entered into this 2nd day of
February, 2001, by RETREAT-SEMINOLE LIMITED PARTNERSHIP, a Florida
limited partnership, whose address is 115 South Semoran Boulevard, Suite 1120, Winter Park
Florida 32792-5505, hereinafter referred to as "Declarant".

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RECITALS:

A. Declarant is the owner of certain property located in Seminole County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"). The Property shall be developed in two (2) phases: Phase I and Phase II. Phase I is described on Exhibit "A-1", and Phase II is described on Exhibit "A-2". Collectively, Phase I and Phase II comprise the Property.

B. Declarant intends to develop the Property into a community to be known as THE RETREAT AT WEKIVA.

C. At the time of the recordation of the plats for THE RETREAT AT WEKIVA, Declarant shall encumber the Property with these covenants and restrictions and be bound to these regulations and other Governing Documents (as hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Additional Right-of-Way Area." Those areas depicted on the Plat for Phase I and the Plat for Phase II as "additional right-of-way" to be dedicated and maintained by Seminole County, Florida. The Additional Right-of-Way Areas adjacent to Orange Boulevard are for the widening of Orange Boulevard. The Additional Right-of-Way Areas adjacent to Ohio Avenue and North Indiana Avenue are for public turn around of those respective streets as required by Seminole County Development Order 00-0022.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Department of the State of Florida, a copy of which is attached hereto as Exhibit "B".

Section 3. "Association" shall mean and refer to **THE RETREAT AT WEKIVA HOMEOWNER'S ASSOCIATION, INC.**, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C", as the Bylaws may be amended from time to time.

Section 6. "Builder" shall mean anyone acquiring ten (10) or more lots for the purpose of constructing homes for later sale to consumers.

Section 7. "Common Area" shall mean all real property (including the improvements thereto) owned or leased by the Association for the common use and enjoyment of the Owners and, Privacy Walls, Association Walls and fences, and easements which the Declarant has elected to maintain. The Common Areas to be owned by the Association at the time of conveyance of the first Lot shall be conveyed to the Association by the Declarant after recording the plat.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of **THE RETREAT AT WEKIVA**.

Section 9. "Declarant" shall mean Retreat-Seminole Limited Partnership, a Florida limited partnership, or any successor or assigns, as developer of all or any portion of the Property, who is designated as Declarant in a recorded instrument.

Section 10. "Governing Documents" shall mean and collectively refer to the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 11. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institution type of lender, which holds a mortgage on one or more of the Lots.

Section 12. "Landscape Buffer Areas" shall mean an area of land established in an easement for the purposes of establishing and maintaining a vegetative landscape buffer between the Property and adjacent properties, and shall include Tract "O."

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Section 13. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Area.

Section 14. "Member" shall mean and refer to every person or entity who is an Owner of a lot or lots, and in being such an Owner comprises the Membership of the Association.

Section 15. "Mitigation and Conservation Areas" shall mean a system operated, maintained and managed by the Association to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with the St. Johns River Water Management District permit, and shall include Tract "H".

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 18. "Plat" shall collectively refer to the Plat of THE RETREAT OF WEKIVA Phase I and the Plat of THE RETREAT AT WEKIVA Phase II, both of which have been or will be prepared by Grusenmeyer-Scott & Associates, Inc.

Section 19. "Property" shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the "Permit").

Section 21. "Voting Interest" means the voting rights distributed to the members of the homeowners association pursuant to the governing documents.

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**ARTICLE II.
PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the right of access, ingress and egress over the roadways of Tract "A," which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission fees and other fees for the use with the title of every Lot, which admission fees shall be determined by the Association from time to time and promulgated to the Owners.

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer approved by two-thirds (2/3) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of family, his tenants or contract purchasers who reside on his Lot, but not otherwise. Notwithstanding anything herein to the contrary, any owner may permit any family member or invitee to travel upon Tract "A" to access said Owner's Lot, subject to reasonable restrictions imposed by the Board from time to time.

Section 3. Utility Easements. Except as provided in Section 4, below, public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. Permanent, perpetual, mutual and non-exclusive easements shall exist over, across and into the Property, Lots, and all improvements upon the Property, as more particularly depicted on the Plat, for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light heat, air conditioning, water, sewer, and power, to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Telecommunications. Declarant reserves into itself, its affiliates, successors, and assigns, the exclusive and perpetual right and easement to operate within THE RETREAT AT WEKIVA, and to service the buildings and the structures within any Lot, a

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central telecommunications (including telephone, cable television and security monitoring) receiving and distribution system, including conduits, wires, amplifiers, towers, antenna, and other related apparatus, equipment and facilities as Declarant, in its discretion, deems appropriate. Such exclusive but perpetual right shall include, without limitation, Declarant's right to select and contract with companies licensed to provide telecommunications and cable television service in THE RETREAT AT WEKIVA, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant governmental authority, if applicable.

Section 5. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas, as more particularly depicted on the Plat.

Section 6. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easement situation on their respective Lot or Lots for dedicated utility or drainage purposes.

Section 7. Declarant's Easement Over Lots. Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 8. Drainage Easements. Permanent non-exclusive drainage easements, as depicted on the Plat, have been created to allow for stormwater runoff to the Mitigation and Conservation Areas.

Section 9. Private Utility Easement. Permanent non-exclusive private utility easements, as depicted on the Plat, have been created in favor of The Association.

Section 10. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but no limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

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Section 11. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any private streets, sidewalks, access ways and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common areas lying adjacent to and between the boundary line(s) of the Lot(s) and the private streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 12. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

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**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

(a) Class A. Class A Members shall be all Owners, with the exceptions of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant, or its assignee or designated agent. The Class B Member shall be entitled to 3 votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (i) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (ii) the date exactly six (6) years after the recording of this Declaration; or
- (iii) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association).

