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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WOODLAND TERRACE AT COUNTRY CREEK

THIS DOCUMENT contains certain covenants and restrictions made by JOSEPH J. WEISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983 ("Trustee") on July 5, 1985. The Trustee is called the "Developer" in this document.

DEVELOPMENT PLAN

Country Creek is a planned unit development (P.U.D.) located in Seminole County, Florida. The land plan for the Country Creek property contemplates a variety of land uses: single family detached homes, cluster homes, townhomes, condominium units and commercial development. The land plan contemplates private streets, recreation and open spaces, sanitary sewer, drainage and water services.

To protect land values and to preserve the natural beauty of Country Creek, each subdivision and condominium being developed in Country Creek will be subjected to land use restrictions and architectural controls at the time it is developed. To enforce these restrictions and to provide the services needed by each development within Country Creek, the Developer will create an owner's association for each separate subdivision and condominium in Country Creek. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Country Creek Community, the Developer has created an overall Master Association. The members of the Master Association shall be representatives from each subdivision and condominium in Country Creek.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property described in Exhibit "A" (the "Subdivision") to certain covenants and restrictions which are intended to benefit and obligate the Owners of each Lot in the Subdivision. This document is sometimes referred to as these "Covenants".

Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are made for the mutual benefit of each and every Owner of a Lot or Parcel in the Subdivision. They are intended to be nondiscriminatory. They

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CITY OF ALTAMONTE SPRINGS
220 NEWBURY COURT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701

are also intended to create enforceable rights and obligations in favor of and against each Lot or Parcel and its Owner.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article.

Section 2.1. Subdivision. This term shall mean all the property known as Woodland Terrace at Country Creek as described in the Plat thereof, which is recorded in Plat Book 53, at Pages 26, 27, and 28, of the Public Records of Seminole County, Florida.

Section 2.2. Lot. Each platted lot in the Subdivision, regardless of whether a dwelling has been constructed on such lot. Lots shall not include parcels of land designated Tracts "A" through "E" on the Plat of Woodland Terrace at Country Creek.

Section 2.3. Master Association. Country Creek Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.4. Subdivision Association. Woodland Terrace at Country Creek, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.5. Owner. Each person who owns record title to a Lot.

Section 2.6. Limited Common Property. Real or personal property, or interests in real or personal property, which is intended for use and benefit of Owners in Woodland Terrace at Country Creek, their guests and invitees. By way of example, but not by way of limitation, same shall include streets, tracts, creeks and other retention areas, and medians. Limited Common Property may be subject to easements, encumbrances and other matters of record. Developer may retain title to Limited Common Property until the Class B membership terminates as provided in the Articles of Incorporation of the Subdivision Association.

Section 2.7. Assessments. Annual or special assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.8. Resident. Any person occupying a Lot.

Section 2.9. Developer. Joseph J. Weisenfeld, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983, his successors and assigns as to the rights of Developer hereunder.

ARTICLE III

SUBDIVISION ASSOCIATION

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Owners and maintaining Limited Common Property, providing enforcement of these Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association

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are: maintenance of Limited Common Property, including the private streets in the Subdivision; street lighting for Subdivision streets; security services, if approved by a majority vote of the Directors; and grounds and recreational facility maintenance. The Subdivision Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners.

Section 3.2. Creation of Lien for Assessments. All Lots owned by Owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants. This continuing lien will also secure late fees, interest on unpaid Assessments, and the cost of collecting unpaid Assessments, including reasonable attorneys' fees. The Subdivision Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of a Lot to an Owner other than the Developer. The lien will be effective from and after recording a claim of lien in the Public Records of Seminole County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots or Parcels shall be sold subject to the terms and provisions of the continuing lien described in this Section.

Section 3.3. Annual Assessments. Until conveyance of all Lots by Developer, Developer shall fix the amount and the due date of the annual Assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual Assessment, the date such Assessments become due, and the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual Assessment for each Lot shall be determined by dividing the total Assessment by the total number of Lots in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid.

Section 3.4. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the cost of the improvement is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the Assessment is approved by a vote of sixty percent (60%) of the Class A Members of the Subdivision Association.

Section 3.5. Date of Commencement of Annual Assessments. The annual Assessment for each Lot shall begin upon the initial conveyance of a Lot to an Owner other than Developer. The first annual Assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the

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installments and at the place established by Developer at the time of such conveyance.

Section 3.6. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid. Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for Assessments by non-use of Limited Common Property or by abandonment of the Lot owned by such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot made by a generally recognized institutional lender, such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owners of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, guests, agents, or invitees. Any such expense shall be a part of the Assessments to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right in common with others to use Limited Common Property. This right shall pass with title to the Lot owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. These rights are subject to the right of the Developer to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. The Developer may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable

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access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of the City of Altamonte Springs.

Section 4.4. Easements Across Adjacent Residential Parcels. As the nature of cluster and "O" Lot line housing necessitates the entry onto adjacent Lots for the purpose of maintaining residences, each Owner, by acceptance of his deed, grants to an adjacent Lot Owner, or its agent or employees, the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent residence or other improvements but for no other purpose.

Section 4.5. Sidewalks. Each Owner has the non-exclusive right to use in common with others all sidewalks located in the Subdivision, whether same are situated on Limited Common Property or on a portion of a Lot. As to a sidewalk situated on a portion of a Lot, this non-exclusive right shall exist to all Owners whether the sidewalk was installed prior to or after conveyance of said Lot to the Owner thereof.

Section 4.6. Pedestrian Easements. The Developer contemplates that there will be sidewalks located in the Subdivision in a pattern to allow internal circulation of pedestrian movement. Wherever same are located in the Subdivision, each Owner of a Lot adjacent thereto, by acceptance of his deed, grants to all parties using said sidewalks the right of ingress and egress over his Lot where necessary to obtain access to said internal circulation pattern.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants. Any such removal or curing shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation on the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2. Lien Rights. Any amounts owed by an Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants shall be due and payable within ten (10) days from the date of receipt of a statement for such amounts from the Subdivision

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Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject.

Section 5.3. Limited Common Property Rights. The Subdivision Association shall have the right:

- 5.3.1. to adopt reasonable rules and regulations pertaining to the use of the Limited Common Property, the preservation of such property, and the safety and convenience of the other users of the Limited Common Property;
- 5.3.2. to charge nondiscriminatory and reasonable fees for the use of any recreational facility;
- 5.3.3. to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;
- 5.3.4. to convey or encumber any Limited Common Property if authorized by two-thirds (2/3) of the Owners;
- 5.3.5. to grant easements and rights-of-way over the Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Limited Common Property and for the development and improvement of any portion of the Country Creek Community; and
- 5.3.6. to dedicate to the public any street or other improvement forming part of the Limited Common Property, provided the Subdivision Association shall obtain written approval of the Master Association prior to any such dedication.

ARTICLE VI

RIGHTS OF DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service if such an easement is available over lands within the control of Developer.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Limited Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. Developer reserves an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer which are assignable by Developer to third parties who undertake to provide some or all of the services enumerated in this section.

Section 6.3. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements, or any other location of same. Developer may, but shall not be required to,

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