

12-19-96

Prepared by/Record and return to:

Lawrence B. Pitt, Esquire  
VISTA TITLE INSURANCE AGENCY, INC.  
P. O. Box 10,475  
Lake Buena Vista, Florida 32830

Cross - Reference to Declaration recorded in Official Records Book 1298, Page 1889, Public Records of Osceola County, Florida.

THIS SPACE FOR RECORDER'S USE

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
CELEBRATION RESIDENTIAL PROPERTIES  
(Initial Townhouse Lots)

THIS SUPPLEMENTAL DECLARATION is made this 19th day of December, 1996, by The Celebration Company, a Florida corporation (hereinafter, with its successors and assigns, referred to as "The Celebration Company").

WITNESSETH

WHEREAS, on December 19, 1995, The Celebration Company filed that certain Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties ("Declaration") which was recorded in Official Records Book 1298, Page 1889, et seq., of the Public Records of Osceola County, Florida; and

WHEREAS, on February 14, 1996, The Celebration Company filed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties ("First Amendment") which was recorded in Official Records Book 1307, Page 2936, et seq., of the Public Records of Osceola County, Florida; and

WHEREAS, the First Amendment amended the Declaration in order to impose additional covenants and easements on particular portions of the Properties initially submitted to the Declaration, and for other purposes; and

WHEREAS, Article IX, Section 9.3 of the Declaration contemplates that any such additional covenants and easements applicable to specific portions of the Properties would be set forth in a Supplemental Declaration applicable to such portions of the Properties, rather than in an amendment to the Declaration applicable to all of the Properties; and

WHEREAS, this Supplemental Declaration is created pursuant to a Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties in order to segregate such additional covenants and easements applicable only to the Townhouse Lots and to amend them in certain respects; and

WHEREAS, pursuant to Section 19.1 of the Declaration, The Celebration Company may unilaterally amend the Declaration for any purpose until termination of the Class "B" Control Period (as defined therein); and

WHEREAS, the Class "B" Control Period has not yet terminated; and

WHEREAS, the undersigned Owner is now the owner of the property described on Exhibit "A" attached hereto (the "Townhouse Lots"), which is a portion of that property described on Exhibit "A" to the Declaration and initially submitted to the terms of the Declaration; and

WHEREAS, the undersigned Owner consents to the filing of this Supplemental Declaration, as evidenced by its signature below; and

NOW, THEREFORE, pursuant to the powers retained by The Celebration Company under the Declaration, The Celebration Company hereby subjects the real property described on Exhibit "A" to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Celebration Residential Owners Association, Inc. (the "Association") in accordance with the terms of the Declaration.

## ARTICLE I Definitions

The definitions set forth in Article II of the Declaration are incorporated herein by reference.

## ARTICLE II Neighborhood and Service Area Designations

Pursuant to Section 6.4(a) of the Declaration, the Townhouse Lots shall be assigned to the Neighborhood(s) indicated on Exhibit "A" to the Declaration. The Townhouse Lots shall also be assigned to various Service Areas (as such term is defined in Section 2.32 of the Declaration), as identified on Exhibit "A" to this Supplemental Declaration. The Service Areas identified on Exhibit "A" shall be collectively referred to as the "Townhouse Service Areas."

## ARTICLE III

Maintenance, Insurance and Easements on Townhouse Lots

3.1 Maintenance Responsibilities. Pursuant to the authority granted in Section 7.2(c) of the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the Townhouse Lots, the following:

(a) maintenance, including, mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping installed as part of the initial construction on the Townhouse Lots, except landscaping within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling; and

(b) maintenance, including, mowing, fertilizing, watering, pruning and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping on all property adjacent to the Townhouse Lots for which the Owners of the Townhouse Lots would otherwise be responsible pursuant the second paragraph of Section 5.1 of the Declaration; provided, however, that the Association shall not be responsible for watering the area between the rear of any garage or fenced or other enclosed area, and the paved surface of any alley behind any Townhouse Lot; and

(c) the following maintenance of any improvements constructed on any Townhouse Lots:

(i) painting of all exterior portions of any dwelling, including any carport, garage, garage door, exterior doors, shutters, facia on the dwelling, and any fence erected along Townhouse Lot boundaries ("Boundary Fences");

(ii) caulking of the exterior portions of all windows and doors;

(iii) repair and/or replacement, as necessary, of the roofs of any dwelling and garage, including any exterior porch roof originally constructed with the dwelling; and

(iv) maintenance and repair of all sidewalks on the rear of any Townhouse Lots designed to serve more than one Townhouse Lot and providing access to the Townhouse Lots from any alley, and pressure cleaning of sidewalks on the front side of any Townhouse Lot, all exterior steps and the exterior walls of any dwelling and garage;

(d) repair and replacement, as necessary, of any Boundary Fence;

(e) operation, maintenance, repair and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Townhouse Lots and property adjacent to the Townhouse Lots for which the Owners of the Townhouse Lots would otherwise be responsible under Section 5.1 of the Declaration, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Townhouse Lot;

(f) termite treatment of all exterior walls and foundations of a dwelling and garage; provided, however, that the Association shall not be liable if such treatment proves to be ineffective; and

(g) repair or replacement of any damaged garage door and exterior door hardware, not including any garage door openers, and any other broken exterior door and hardware on any dwelling; provided, however, the cost of such repair/replacement shall be the responsibility of the Owner of the Townhouse Lot and not the entire Service Area.

The Association shall not be responsible for any maintenance or repairs to any window, anything contained within any dwelling or garage, or any improvement or modification added or made to any improvement after the conveyance of the Townhouse Lot to the first Owner following completion of any initial improvement thereon.

Maintenance of all other portions of the Townhouse Lots, including driveways serving the dwellings on the Townhouse Lots and any landscaping or improvements installed by the Owners or occupants of any Townhouse Lot, shall be the responsibility of the respective Owners, as provided in Section 5.1 of the Declaration.

All maintenance on Townhouse Lots shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.2 Insurance on Townhouse Lots. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Townhouse Lot and shall provide a certificate evidencing such insurance to the Association with payment of the annual Base Assessment for such Townhouse Lot and at other times upon request of the Board. The insurance policy shall name the Association as an additional insured. In the event of a casualty loss, the Association shall be entitled to file a claim on such insurance policy for the cost of any repair or reconstruction to the Townhouse Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Townhouse Lot and improvements thereon which are their respective responsibilities.

In the event that an Owner fails to obtain such insurance or permits such insurance to lapse, the Association may, but shall not be obligated, to obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Unit as a Specific Assessment. In the absence of sufficient insurance on any Unit, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Owner's Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs,

whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Unit as a Specific Assessment.

3.3 Costs. Notwithstanding any contrary provision in Section 13.2 of the Declaration, the cost of all maintenance, repairs and replacements performed by the Association hereunder (except as otherwise provided in Section 3.1(g) above), the cost of water and electricity used in connection with the Association's irrigation of landscaping hereunder, and the cost of insurance provided by the Association on Townhouse Lots pursuant to Section 3.2, shall be allocated among the Townhouse Lots within each Service Area as a Service Area Assessment pursuant to Sections 7.2 and 8.2 of the Declaration..

3.4 Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Townhouse Lots for the purpose of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Townhouse Lot for such purpose shall not be deemed a trespass.

3.5 Cross-Drainage Easement. Each Townhouse Lot shall be burdened with a perpetual, non-exclusive easement over that portion of the Townhouse Lot which is not improved with structures, for the purpose of drainage of stormwater runoff from any portion of the Properties; provided, no Person shall alter the natural drainage of stormwater from any Townhouse Lot once construction of initial improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Properties without the consent of Owner(s) of affected property, the Board, and the Declarant as long as it owns any property subject to the Declaration.

3.6 Easement for Irrigation Equipment. The Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Townhouse Lot, except any area upon which structures have been erected and any fenced or enclosed area, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Townhouse Lots and/or property adjacent to the Townhouse Lots for which the Owners of the Townhouse Lots would otherwise be responsible under Section 5.1 of the Declaration.

#### ARTICLE IV Amendments

4.1 By The Celebration Company. Until termination of the Class "B" membership in the Association, The Celebration Company may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, The Celebration Company may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Townhouse Lots; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan

Mortgage Corporation, to make or purchase mortgage loans on the Townhouse Lots; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Townhouse Lots; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Townhouse Lot without the Owner's written consent. The Declarant may also unilaterally amend this Supplemental Declaration at any time for the purpose of submitting additional property to the terms hereof or revising the description of property on Exhibit "A" to reflect revisions to recorded plats, or to redesignate Service Areas or Neighborhoods.

4.2 By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% percent of the Owners of the Townhouse Lots, the written consent of the Association acting upon resolution of its Board of Directors, and, so long as The Celebration Company has an option to subject additional property to the Declaration pursuant to Article IX, Section 9.1 of the Declaration, the consent of The Celebration Company.

Notwithstanding the above, no amendment adopted pursuant to this Section shall be effective to withdraw the real property described herein from the provisions of the Declaration unless also approved by the Voting Members representing 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the public records of Osceola County, Florida.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.


No amendment may remove, revoke, or modify any right or privilege of The Celebration Company without its written consent or the written consent of The Celebration Company or the assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 19th day of December, 1996.

THE CELEBRATION COMPANY, a  
Florida corporation

[Corporate Seal]

ADDRESS: 200 Celebration Place  
Celebration, Florida

By:   
Name: Lawrence B. Pitt  
Title: Secretary

WITNESSES:

*[Signature]*  
EDNA N. CHASELIER (Printed Name)

*[Signature]*  
BARBARA ANDERSON (Printed Name)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by Lawrence B. Pitt, as Secretary of The Celebration Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me and did (did not) take an oath.



Barbara G Anderson  
My Commission OC877796  
Expires Aug. 18, 2000

By: *[Signature]*  
Name: BARBARA ANDERSON  
Title: Notary Public

Serial Number, if any: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Barbara G Anderson  
My Commission OC877796  
Expires Aug. 18, 2000

OWNER: PINNACLE CORPORATION OF  
CENTRAL FLORIDA, INC., a Florida  
corporation

[Corporate Seal]

ADDRESS: Four Westmark Corporate Center, Suite 500  
Westchester, IL 60154

By: *[Signature]*  
Name: William A. Ryan  
Title: President

WITNESSES:

*[Signature]*  
Peter J. Brennan (Printed Name)

*[Signature]*  
[Printed Name]

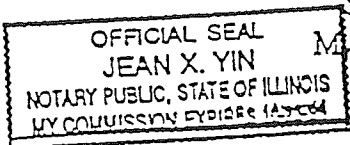
STATE OF Illinois

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 19th day of December 1996, by William J. Ryan, President of Humble Properties a Florida corporation, on behalf of the corporation. He ~~is~~ is personally known to me and did ~~(did not)~~ take an oath.

By: [Signature]  
Name: JEAN X. YIN  
Title: Notary Public

[Notarial Seal]



Serial Number, if any: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



EXHIBIT "A"

Townhouse Lots

Service Area: Academy Row/Meeting House Green Townhouse Service Area

Lots 152 through 186, inclusive, and Lots 382 through 385, inclusive, as shown on ACADEMY ROW REPLAT NUMBER 5 OF CELEBRATION VILLAGE UNIT 2, recorded in Plat Book 9, Pages 78 through 80, of the Public Records of Osceola County, Florida, as such property may be replatted from time to time.

Lots 323 through 341, inclusive, and Lot 386, as shown on MEETING HOUSE GREEN REPLAT NUMBER 6 OF CELEBRATION VILLAGE UNIT 2, recorded in Plat Book 9, Pages 76 and 77, of the Public Records of Osceola County, Florida, as such property may be replatted from time to time.

Service Area: Savannah Square Townhouse Service Area

Lots 125 through 141, inclusive, as shown on REPLAT NUMBER 2 OF CELEBRATION VILLAGE UNIT 2, recorded in Plat Book 9, Pages 33 and 34, of the Public Records of Osceola County, Florida, as such property may be replatted from time to time.