

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

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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**

THIS SUPPLEMENTAL DECLARATION effective this 23rd day of September, 1998, by The Celebration Company, a Florida corporation (hereinafter, with its successors and assigns, referred to as "The Celebration Company").

W I T N E S S E T H

WHEREAS, on December 19, 1995, The Celebration Company filed that certain Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties which was recorded in Official Records Book 1298, Page 1889, *et seq.*, of the Public Records of Osceola County, Florida, and which was subsequently amended by those instruments recorded as follows:

<u>Instrument</u>	<u>Recording Date</u>	<u>O. R. Book</u>	<u>Page</u>
First Amendment	February 14, 1996	1307	2936, <i>et seq.</i>
Correction to 1st Amendment	December 23, 1996	1369	0717, <i>et seq.</i>
Second Amendment	June 27, 1997	1411	2623, <i>et seq.</i>

; 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, The Celebration Company is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof ("Additional Property"); and

WHEREAS, pursuant to Article IX, Section 9.1 of the Declaration, The Celebration Company may submit certain additional property described on Exhibit "B" of the Declaration to

the terms of the Declaration by filing a Supplemental Declaration describing the additional property; and

WHEREAS, pursuant to Section 9.3 of the Declaration, any such Supplemental Declaration may contain additional covenants and easements applicable to the property described therein; and

WHEREAS, The Celebration Company desires to submit the Additional Property to the terms of the Declaration and impose additional covenants and easements on such property;

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. Pursuant to the definition of "Unit" set forth in Section 2.39 of the Declaration, the Additional Property shall be deemed to contain 29 Units until such time as a subdivision plat is filed of record for all or a portion of the Additional Property. Thereafter, the number of Units shall be determined in accordance with Section 2.39 of the Declaration.

ARTICLE II **Neighborhood and Service Area Designations**

Pursuant to Section 6.4(a) of the Declaration, the Additional Property shall be assigned to the Neighborhood and Service Area indicated on Exhibit "A" to this Supplemental Declaration.

ARTICLE III **Maintenance, Insurance and Easements**

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 Units within the Additional Property (the "Additional Units"), the following:

(a) maintenance, repair and replacement of such areas within the Additional Property as are conveyed to the Association as Exclusive Common Areas (which may include, without limitation, streets, streetlights, sidewalks, and entry features within the Additional Property); provided, no portion of the Additional Property shall be dedicated or conveyed to the Association as Exclusive Common Area until all improvements to be made thereto are completed, as determined in the reasonable judgment of The Celebration Company, and have been inspected by the Association's designee and determined to be free of material defects in materials or workmanship;

(b) maintenance, including, mowing, fertilizing, watering, insect control, pruning, and replacement as necessary, of all lawns and landscaping installed as part of the initial construction on the Additional Property and any replacements thereof, except landscaping within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling on an Additional Unit; and

(c) maintenance, including, mowing, fertilizing, watering, insect control, pruning and replacement as necessary, of all lawns and landscaping on all property adjacent to the Additional Units for which the Owners of the Additional Units would otherwise be responsible pursuant the second paragraph of Section 5.1 of the Declaration; and

(d) maintenance of the following exterior portions of the improvements constructed by the original builder on each Additional Unit:

(i) painting of all exterior portions of the dwellings (including the exterior doors, shutters, and facia thereof), carports, garages, garage doors, and any fence erected along Additional Unit 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) pressure cleaning of front sidewalks, exterior front steps, and the exterior walls of all dwellings and garages; and

(e) repair and replacement, if necessary, of any Boundary Fence;

(f) maintenance, repair and replacement, as necessary, of the irrigation system (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving those portions of the Additional Units and property adjacent to the Additional Units for which the Association is responsible pursuant to Section 3.1(b) and (c) above, which areas may be irrigated through a master system and controllers operated by the Association, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Additional Unit;

(g) termite treatment of all exterior structural walls and foundations of the dwellings and garages; provided that the Association shall not be liable if such treatment proves to be ineffective;

(h) repair or replacement of any damaged garage door and exterior door hardware (but not garage door openers), and any other broken exterior door and door hardware on any dwelling; provided, however, the cost of such repair/replacement shall be the responsibility of the Owner of the affected Additional Unit and not the entire Service Area;

Notwithstanding the above, the Association's responsibilities pursuant to subsections (b) through (h) above shall not commence until a subdivision plat subdividing the Additional Property into 29 residential lots has been approved and recorded in the Public Records and, as to each item which is to be the Association's maintenance responsibility hereunder, the construction or installation of such item is complete, the Association has been notified in writing and given at least 10 business days from the date of receipt of such notice to inspect the item to verify that it is complete and free from material defects, and the Association has either indicated its acceptance of maintenance responsibility for such item in writing or failed to notify the responsible builder/developer in writing within such 10 day period of its rejection of such item and the reasons for such rejection, in which case it shall be deemed to have accepted the item. If the Association notifies of its rejection of any item within such 10 day period, the item shall be deemed incomplete and the process shall be repeated until the item is accepted or deemed accepted. The Association shall not reject an item unless it determines, in good faith, that there are material defects in the construction or installation of the item or that it has not been completed in all material respects in accordance with the plans approved by The Celebration Company.

Further, the Association's responsibilities with respect to a particular Additional Unit shall not commence, and notwithstanding anything to the contrary in any contract or agreement between the builder/developer and any third party for purchase of the Additional Unit, no Additional Unit shall be conveyed, without the prior written consent of the Association, to a person other than a builder or developer purchasing for the purpose of constructing a dwelling thereon for resale, until: (i) completion of construction of a dwelling and all related improvements thereon, (ii) issuance of a certificate of occupancy for such dwelling and related improvements by Osceola County, Florida; (iii) written notice to the Association giving the Association at least 10 business days from the date of receipt of such notice to inspect the improvements to verify that those elements which are to be the Association's responsibility hereunder are complete and free from material defects; and (iv) the Association has either indicated its acceptance of maintenance responsibility for such Additional Unit in writing or failed to notify the responsible builder/developer in writing within such 10 day period of its rejection of such Additional Unit and the reasons for such rejection, in which case it shall be deemed to have accepted the improvements on the Additional Unit. If the Association notifies of its rejection of the improvements to any Additional Unit within such 10 day period, the improvements shall be deemed incomplete and the process shall be repeated until the Additional Unit is accepted or deemed accepted. The Association shall not reject any Additional Unit unless it determines, in good faith, that there are material defects in the construction or installation of the elements which are to be the Association's maintenance responsibility or that

such elements have not been completed in all material respects in accordance with the plans approved by The Celebration Company.

Any dispute between the Association and any builder/developer relating to the status of completion or acceptance shall be subject to the dispute resolution procedures set forth in the Declaration.

In conducting inspections hereunder, the Association is acting solely to protect its own interests and such right of inspection shall not create any duty to any purchaser or subsequent owner of any of the Additional Units nor shall any such purchaser or owner have any right to rely upon the Association's inspection for any purpose.

Except as set forth above, maintenance of all portions of the Additional Units, including driveways serving the dwellings on the Additional Units and any landscaping or improvements installed by the Owners or occupants of any Additional Unit, shall be the responsibility of the respective Owners, as provided in Section 5.1 of the Declaration.

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 Additional Unit to the first Owner following completion of construction of the dwelling thereon by the builder.

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

3.2 Insurance on Additional Units. 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 Additional Unit and shall provide a certificate evidencing such insurance to the Association with payment of the annual Base Assessment for such Additional Unit 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 Additional Unit 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 Additional Unit 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(h) 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 Additional Units pursuant to Section 3.2, shall be allocated equally among the Additional Units 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 Additional Units 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 Additional Unit for such purpose shall not be deemed a trespass.

3.5 Cross-Drainage Easement. Each Additional Unit shall be burdened with a perpetual, non-exclusive easement over that portion of the Additional Unit 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 Additional Unit 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 Additional Unit, 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 Additional Units and/or property adjacent to the Additional Units for which the Owners of the Additional Units 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 Additional Units; (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 Additional Units; (d) to

enable any governmental agency or reputable private insurance company to insure mortgage loans on the Additional Units; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Additional Unit 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 Additional Units, 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.

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IN WITNESS WHEREOF, the undersigned have executed this Declaration this ____ day of September, 1998.

WITNESSES:

THE CELEBRATION COMPANY, a Florida corporation

D. Helen Ford
D. Helen Ford (Printed Name)

Address: 200 Celebration Place
Celebration, Florida 34747

Carrie B. Pitt
Carrie B. Pitt (Printed Name)

By: Matthew Kelly
Name: Matthew Kelly
Title: Treasurer

[Corporate Seal]



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September 1998, by Matthew Kelly, Treasurer 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.

[Notarial Seal]

By: Constance A. Frank
Name: _____
Title: Notary Public
Serial Number, if any: _____
My commission expires: _____

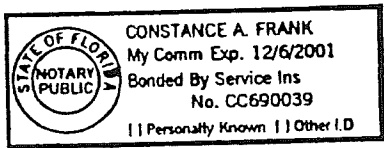


EXHIBIT "A"

Additional Property

Neighborhood: North Village Townhouse Neighborhood

Service Area: North Village Townhouse Service Area

Lot 330 and part of Tract 69, CELEBRATION NORTH VILLAGE UNIT 2, Plat Book 9, Pages 165 through 180, Public Records Osceola County, Florida, being more particularly described as follows:

Begin at the most Southwest corner of Lot 330, CELEBRATION NORTH VILLAGE UNIT 2, Plat Book 9, Pages 165 through 180, Public Records Osceola County, Florida, being a point on a curve concave Northwesterly; thence Northeasterly along the Northwesterly line of said Lot 330, CELEBRATION NORTH VILLAGE the following six (6) courses: run Northeasterly along the arc of said curve, having a radius of 605.79 feet and a chord bearing of N.38°41'00"E., through a central angle of 04°48'38", for 50.86 feet to the point of tangency; thence N.36°16'41"E. for 2.99 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 1635.00 feet, through a central angle of 14°57'02", for 426.63 feet; thence N.38°46'17"W. for 22.50 feet to a non-tangent curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 1657.50 feet and a chord bearing of N.57°06'22"E., through a central angle of 11°45'19", for 340.07 feet; thence S.73°18'21"E. for 18.17 feet to the most Northeasterly corner of said Lot 330; thence Southerly and Westerly along the Easterly Boundary of Lot 330 the following twenty-three (23) courses: thence S.11°07'45"W. for 19.03 feet; thence S.34°39'41"W. for 25.00 feet; thence S.61°43'26"W. for 41.80 feet; thence S.01°07'44"E. for 47.21 feet; thence S.72°34'09"W., for 23.20 feet; thence N.89°24'01"W. for 45.86 feet; thence S.26°40'38"E. for 83.60 feet; thence S.68°45'40"W. for 27.67 feet; thence S.46°37'41"E. for 57.21 feet; thence S.23°28'04"E. for 17.05 feet to the point of curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 30°42'03", for 13.40 feet to a point of tangency; thence S.54°10'07"E. for 19.05 feet; thence S.02°39'32"W. for 54.35 feet; thence S.33°50'21"W. for 113.51 feet; thence N.49°05'19"W. for 43.92 feet to a non-tangent curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 25.00 feet and a chord bearing of N.84°21'57"W., through a central angle of 68°43'44", for 29.99 feet to the point of tangency; thence S.61°16'11"W. for 36.36 feet; thence S.61°39'39"W. for 12.86 feet; thence S.37°57'01"W. for 5.60 feet; thence S.38°22'00"W. for 63.09 feet; thence S.40°21'19"W. for 19.78 feet to a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 25.00 feet and a chord bearing of S.17°40'17"E., through a central angle of 39°17'37", for 17.15 feet to the point of tangency; thence S.37°19'06"E. for 54.60 feet; thence departing said Boundary of Lot 330 continue S.37°19'06"E. along the West line of Tract 89, CELEBRATION NORTH VILLAGE UNIT 2, for 2.24 feet; thence S.44°30'11"E. along Tract 89, for 20.48 feet; thence S.44°29'36"E. along Tract 89, for 26.46 feet; thence S.52°43'07"W. for 55.17 feet; thence N.80°15'29"W. for 105.45 feet to a point on the South line of said Lot 330; thence continue N.80°15'29"W. along said South line for 281.27 feet to the POINT OF BEGINNING.