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This instrument was prepared by
 Record and Return to:
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 3111 Stirling Road
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DECLARATION OF CONDOMINIUM
OF
CARLYLE RESIDENCES AT CELEBRATION,
A CONDOMINIUM

CARLYLE DEVELOPERS, INC., a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. INTRODUCTION AND SUBMISSION.

- 1.1 The Property. The Developer owns the fee title to certain real property located in Osceola County, Florida, as more particularly described in Exhibit "A" annexed hereto and made a part hereof (the "Property").
- 1.2 Submission Statement. The Developer hereby submits the Property and all improvements erected or to be erected thereon, all rights and appurtenants belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Property - but excluding all public or private (e.g., cable television) utility installations therein or thereon, and all leased property therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Property as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Condominium Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided for herein.
- 1.3 Name. The name by which this condominium is to be identified is CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM (hereinafter called the "Condominium").
- 1.4 CROA. The Condominium is part of a larger community known as the Residential Properties at Celebration (the "Community"). The common properties of the Community are governed by Celebration Residential Owners Association, Inc. ("CROA") pursuant to the terms and provisions of the Charter and the Governing Documents, as defined in the Charter. The Charter also contains, and CROA has the authority to promulgate, certain rules, regulations and restrictions relating to the use of such common properties as well as the Common

Declaration of Condominium

Areas of the Condominium. Every Unit Owner in this Condominium is automatically a member of CROA and will be subject to all of the terms and conditions of the Charter, and the Governing Documents, as amended and supplemented from time to time. Among the powers of CROA is the power to assess Unit Owners (and other members of CROA) for a pro-rata share of the expenses of the operation and maintenance of (including the management fees relating to) such common areas of the Community and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Charter and/or Governing Documents, the Unit Owners shall be entitled to use all of the common areas of the Community, in accordance with and subject to the terms, restrictions, and provisions of the Charter and Governing Documents and rules and regulations promulgated by CROA. CROA may impose certain obligations on the Condominium Association including, but not limited to, obligating the Condominium Association to collect assessments due CROA despite the fact that such assessments are not Common Expenses of the Condominium Association. Nothing in this Declaration shall conflict with the powers and duties of CROA and it is acknowledged that the rights and obligations set forth under the Charter and the Governing Documents are superior to this Declaration. Notwithstanding the aforementioned, and unless specifically provided in the Charter, nothing shall prevent or prohibit this Declaration, or the Condominium Association, from imposing additional and/or more restrictive covenants, restrictions, rules and regulations.

- 1.5 Downtown Declaration. The Condominium Property is also subject to the terms and provisions of that certain Downtown Declaration, as more particularly defined in Section 2.25 of this Declaration, which imposes certain restrictions on the Condominium Property, and certain obligations on the Unit Owners.

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Access Restriction Agreement" means and refers to that certain Access Restriction Agreement in favor of Celebration Community Development District, recorded in Official Records Book 3135, Page 2766, of the Public Records of Osceola County, Florida.
- 2.2 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Condominium Association, as amended from time to time.
- 2.4 "Architectural Review Committee" or "ARC" shall mean and refer to that certain committee appointed by the board of directors of the Celebration Residential Owners Association, Inc. and which has assumed jurisdiction on architectural matters as more particularly set forth in the Charter.
- 2.5 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.6 "Association" or "Condominium Association" means CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.7 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Condominium Association for the use and benefit of its members.
- 2.8 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Condominium Association.

- 2.9 "Building" means the structure situated on the Condominium Property in which the Units are located, and the three (3) detached garage buildings, regardless of the number thereof.
- 2.10 "By-Laws" mean the By-Laws of the Condominium Association, as they are amended from time to time.
- 2.11 "Celebration" shall mean and refer to the property subject to the terms, provisions and restrictions of the Charter (and referred to therein as "The Community" or "Residential Properties") and the Governing Documents, as defined therein.
- 2.12 "Celebration ARC" shall mean and refer to the committee being the entity appointed by the board of directors of the Celebration Residential Owners Association, Inc. and which has assumed jurisdiction on architectural matters as more particularly set forth in the Charter and in Article 19 of this Declaration.
- 2.13 "The Celebration Company" shall mean and refer to The Celebration Company, a Florida corporation, which is the entity who filed the Charter and who maintains certain rights, duties and obligations pursuant to the terms and provisions of the Charter.
- 2.14 "Charter" shall mean and refer to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties recorded in Official Records Book 2338 at Page 2782 of the Public Records of Osceola County, Florida, together with all exhibits thereto, as amended and supplemented from time to time and the Governing Documents as defined therein (the "Charter") to which The Properties have been made subject, pursuant to that certain Supplement recorded in Official Records Book 3390 at Page 2223 of Osceola County, Florida.
- 2.15 "Common Elements" means and includes: The portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) The portions of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, or other services to more than one (1) Unit, to the Common Elements, and/or to the Association Property, together with related property and installations.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit, the Common Elements, and/or Association Property.
 - (e) All structural columns, chases and bearing walls regardless of where located.
 - (f) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 2.16 "Common Expenses" mean all expenses properly incurred by the Condominium Association in the performance of its duties for the operation, management, maintenance, repair, replacement or protection of the Common Elements and Association Property, if any, the costs of carrying out the powers and duties of the Condominium Association, and any other expense, whether or not included in the

foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-Laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Condominium Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or cable or satellite television service obtained pursuant to a bulk contract; (c) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (d) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (e) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Condominium Association or any Association Property; (f) to the extent that the Condominium Association determines to install exterior storm shutters, all expense of installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any costs associated with securing the shutters in the event of an impending storm and the costs of removing the shutters once the storm threat passes; (g) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Condominium Association rather than being owned by it; (h) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (i) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (j) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Condominium Association; (k) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; and (l) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

- 2.17 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Condominium Association which exceeds Common Expenses.
- 2.18 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.19 "Condominium Property" means the lands, leaseholds, improvements and other personal property described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.20 "County" means the County of Osceola, State of Florida.
- 2.21 "CROA" shall mean and refer to the Celebration Residential Owners Association, Inc., a Florida not-for-profit corporation, being the entity responsible for the administration, enforcement, and performance of certain duties pursuant to the terms and provisions of the Charter.
- 2.22 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

- 2.23 "Developer" or "Declarant" means CARLYLE DEVELOPERS, INC., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 2.24 "Dispute", for purposes of Article 23 of the By-Laws, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (ii) alter or add to a common area or Common Element; or (b) the failure of the Condominium Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.25 "Downtown Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Restrictions and Obligations for Downtown Celebration, recorded in Official Records Book 2427, Page 1265, of the Public Records of Osceola County, Florida, together with any and all amendments and supplements thereto.
- 2.26 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.27 "Institutional First Mortgagee" means a bank, savings bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 2.28 "Life Safety Systems" mean and refer to any and all emergency lighting, audio and visual signals, security systems and sprinkler and smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.
- 2.29 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.30 "Member" means an Owner who, or which, is a member of the Condominium Association.
- 2.31 "Parking Easement Agreement" means and refers to that certain Parking Easement Agreement regarding a portion of the Common Elements in favor of the Celebration Community Development District (the "CCDD"), recorded in Official Records Book 3135, Page 2723, of the Public Records of Osceola County, Florida.

- 2.32 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.33 "Property" means the real property upon which the Improvements have been constructed.
- 2.34 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.35 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.
- 2.36 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration, By-Laws, Articles of Incorporation, and shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

- 3.1 Identification of Units. The Property has constructed thereon a total of ten (10) Buildings: seven (7) Buildings containing a total of 82 Units and three (3) detached garage Buildings. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "B" attached hereto. Exhibit "B" consists of a survey of the Property, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Condominium Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling (which will be deemed to be the ceiling of the top story if the Unit is a multi-story Unit), provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling(s) of the lower or middle floor(s) for which there is no corresponding ceiling(s) on the middle or upper floor(s) as appropriate, directly above such lower or middle floor ceiling(s) as appropriate.
- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the structural floor of the Unit (which will be deemed to be the concrete floor of the first story if the Unit is a multi-story Unit), provided that in multi-story Units where the upper boundary extends

beyond the lower boundary, the lower boundary shall include that portion of the floor(s) of the middle or upper floor(s) for which there is no corresponding floor(s) on the middle or lower floor(s) as appropriate, directly below the floor(s) of such middle or upper floor(s).

- (iii) Interior Divisions. Except as provided in Subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, garage doors, if applicable, bay windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, doors, garage doors and all framing and casings therefor, shall be included in the boundaries of the Unit.
- (d) Boundaries - Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all chase and columns and all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.
- (e) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Board of Directors or a majority of the voting interests of the Unit Owners shall have the right to amend the Declaration without a meeting to correct such survey, and any such amendment shall not require the joinder of any Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Balconies, Lanais, Terraces and Patios. Any balcony, lanai, terrace or patio (and all improvements thereto and walls facing same) as to which direct and

exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Notwithstanding the foregoing, the railings affixed to the balconies or terraces and the top portion of the balcony or terraces wall shall be Common Elements not Limited Common Elements.

- (b) Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).
- (c) Parking Spaces. There are shown on the site plan attached hereto as Exhibit "B" a total of one hundred thirty-one (131) parking spaces on the Condominium Property ("Parking Spaces"). There are fifty-one (51) uncovered Common Element Parking Spaces ("Uncovered Parking Space(s)"); and eighty (80) Common Element garage Parking Spaces contained within the Buildings on the Condominium Property ("Garage Parking Space(s)"). Notwithstanding that the Uncovered Parking Spaces are Common Elements of the Condominium and are to be maintained and operated by the Association, all Uncovered Parking Spaces shall be for the non-exclusive use of Unit Owners, their tenants, guests, and licensees, all owners, and visitors of the Community and the general public. At the time of conveyance of a Unit from the Developer, other than as to Units 4204 and 7204, there shall be assigned or conveyed, as applicable, to each such Unit Owner by the Developer the use of one (1) Garage Parking Space for that Unit Owner's exclusive use. Units 4204 and 7204 shall have no Parking Spaces assigned for their exclusive use, but may use the Uncovered Parking Spaces in conjunction with other Unit Owners, their tenants, guests and invitees, all owners and visitors of the Community and the general public, as same may be available. No one other than the Unit Owner to whom the Garage Parking Space has been assigned may use that Parking Space without that Unit Owner's express consent. Each Garage Parking Space shall be selected by the Developer and may be located wherever Developer so designates except that a Unit to which a Garage Parking Space is attached, and to which direct access is afforded are not subject to future assignment. The assignment by the Developer or Condominium Association to a Unit Owner of the use of a Parking Space will be made by written "Assignment of Use of Parking Space" (the "Assignment") which will describe the Parking Space and will be delivered at the time of delivery of the deed to the Unit. The Condominium Association shall maintain a book (the "Condominium Association Book") for the purpose of recording the current assignee of each Parking Space or the ownership of a Unit Parking Space, as applicable. The Developer shall cause the Condominium Association to record such Assignment or ownership in the Condominium Association Book and the Unit Owner to which such use is assigned or owned shall have the exclusive right to the use thereof. All fees collected by Developer for selling or assigning Parking Spaces, if any, shall be retained by Developer and shall not constitute income or revenue of the Condominium Association. The use of a Parking Space shall thereupon be appurtenant to said Unit, or a part of such Unit, as applicable, and the use of such Parking Space shall be deemed and encumbered by and subject to any mortgage or claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a Parking Space is appurtenant, or a part of, the Unit Owner receiving such title shall give satisfactory evidence to the Condominium Association of such title, and the Condominium Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer, or new Unit Owner name as to Unit Parking Spaces, in the Condominium Association Book. Any Assignment shall be executed by the President alone or any two (2) officers of the Condominium Association and shall describe the assigned Parking Space in the name of the transferee and transferee's Unit number. There shall be no recordation amongst the public records of the County of the

transfer or Assignment of a Limited Common Element Parking Space. Notwithstanding the foregoing, in the event all of the Parking Spaces are not assigned or conveyed to Unit Owners, and for so long as Developer owns a Unit, Developer can continue to hold such surplus spaces and shall have the absolute right to sell or assign same.

Any Unit Owner's guests, servants, invitees and employees shall use and be subject to the rules and regulations promulgated by the Board of Directors of the Condominium Association in connection with parking.

(d) Restrictions on Parking Spaces.

- (i) The use of a Parking Space may be regulated by rules and regulations promulgated by the Board of Directors of the Condominium Association, except that all Uncovered Parking Spaces must remain for use by the general public.
- (ii) A portion of the Uncovered Parking Spaces is subject to the Parking Easement Agreement in favor of the CCDD, which requires, in part, that the Association, as assignee of the Developer, is obligated to maintain the Easement Area, as defined therein.
- (iii) No Garage Parking Space shall be modified so as to convert it to a living space or for any use other than for storage of a vehicle or non-hazardous material. Garage Parking Spaces must at all times maintain sufficient room so that a vehicle of standard size can fit into the Garage Parking Space.

(e) Storage Lockers. There are no storage lockers located on the Common Elements of the Condominium.

(f) Air Conditioning. The air-conditioning and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, filters, the compressor, condenser, motor, fan and related parts.

(g) Mortgage Provision. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his or her Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Units unless they are released from the lien of such mortgage.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

- (a) Support. Each Unit, the Building and the Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and/or Association Property, if any.
- (b) Utility and Other Services; Drainage. Non-exclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, digital satellite systems, other satellite systems, broadband communications, Life Safety Systems, security systems, and other services and drainage in order to serve the Condominium and/or members of the Condominium Association. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications,

monitoring systems, digital satellite systems, other satellite systems, broadband communications, Life Safety Systems, security systems, or other service or drainage facilities or the use of these easements. The Condominium Association shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, replacement of any of the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications or monitoring systems, digital satellite systems, other satellite systems, broadband communication systems, security systems, Life Safety Systems, service and drainage facilities which are Common Elements and any other Common Elements contained in the Unit or elsewhere in the Condominium Property, or of any portion of a Unit to be maintained by the Condominium Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Condominium Parcels in favor of all Owners and the Condominium Association with respect thereto, provided that such right of easement shall not unreasonably interfere with the Unit Owner's permitted use of his Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or occupants, and those claiming, by, through or under the aforesaid and for the benefit of all parties authorized to the use and enjoyment of the Condominium Property.

- (c) Encroachments: If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, Limited Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) original construction of the Improvements; (ii) the non-purposeful or non-negligent act of the Unit Owner, Condominium Association, or Developer; (iii) settling or shifting of the Improvements; (iv) any alteration or repair to the Common Elements made by or with the consent of the Condominium Association or Developer, as appropriate; or (v) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement appurtenant to such encroaching Unit, Common Element, Limited Common Element, as applicable, shall exist for such encroachment and for the maintenance of same for so long as the encroachment shall exist.
- (d) Ingress and Egress and Parking. A non-exclusive easement in favor of each Unit Owner, lessee and resident, their guests and invitees, and in favor of the residents, and owners in Celebration and Downtown Celebration, their guests, tenants, invitees and licensees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use by the Developer or the Board; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes and use by the Developer or the Board, provided that such easements will not prevent or unreasonably interfere with the reasonable use of the Units or the Condominium Property for their intended purposes. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Condominium Association with respect to such easements.

In addition to the foregoing, a non-exclusive easement for parking vehicles in the Uncovered Parking Spaces, and the ingress and egress of same for the purposes of parking, to the general public; and an easement in favor of the Celebration Community Development District as set forth in the Parking Easement Agreement, for so long as same is effective.

- (e) Construction; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns as directed by the Developer) shall have the right, in its sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so, and/or fulfillment of its obligations under the Access Restriction Agreement, without the necessity of securing any approval, consent or other permission from the Association, the Celebration ARC or any other entity as might otherwise be required by this Declaration. The Condominium Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Condominium Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.
- (f) Sales and Leasing Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, leasing, management, administration and construction offices, to show model Units and use Units as guest suites, to show the Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.
- (g) Cable TV and Communication Devices. The Developer reserves unto itself, its successors, assigns, designees and nominees: (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"); (ii) Ownership of any digital satellite system and/or other device for internet website communication or the future equivalent (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it or one of its successors, assigns, designees or nominees) installs in part or in whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "DSS System"); (iii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System the DSS System, or any part thereof; (iv) the right to connect the CATV System and/or the DSS System to whatever receiving source the owner of the CATV System or the DSS System deems appropriate; (v) the right to enter the Units, upon reasonable notice to the Unit Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, digital satellite dish, or cable television system of which he has retained ownership; and (vi) the right to provide (or cause to be provided) mandatory or non-

mandatory services to Units through the CATV System and/or the Digital System (and related, ancillary services to Units, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.

- (h) Additional Easements. The Developer (for as long as it owns any Unit in the Condominium) and the Condominium Association, thereafter, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Condominium Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, hurricane shutters, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Condominium Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
- (i) Cross-Use Easements. The Developer for itself and its successors and assigns reserves a perpetual non-exclusive ingress and egress easement across the Condominium Property for the purpose of all development and construction activities necessary to implement the development plan for the Condominium and any other development by Developer within the Condominium.
- (j) Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Condominium Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

The easements reserved in this section shall expressly survive the transfer of control of the Condominium Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 25.16 herein.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and there shall be no cause of action for partition of the Common Elements, the Condominium Property, or any part thereof, except as provided herein with respect to termination of the Condominium.

5. **OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.**

- 5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, shall be in equal shares as is set forth in Exhibit "C" attached hereto and made a part hereof.
- 5.2 Voting. Each Unit shall be entitled to one (1) vote which vote shall be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Condominium Association. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Condominium Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Condominium Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Condominium Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Condominium Association, signed by the Managing Member. The person designated in any such certificate shall be known as the Voting Member and such person need not be a Unit Owner. If, for a Unit owned by more than one person, by a corporation or a partnership, such certificate is not on file with the Secretary of the Condominium Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

A person or entity owning more than one Condominium Parcel may be designated as a voting member for each such Condominium Parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Unit. Failure by all Owners of a Condominium Parcel to file the aforementioned written statement with the Secretary prior to or at a members' meeting will result in depriving such Owners of a Condominium Parcel of a vote at such meeting.

6. **AMENDMENTS.** Except as elsewhere provided herein, amendments may be effected as follows:

- 6.1 By the Condominium Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Condominium Association or by not less than one-third (1/3) of the voting interests of Units of the Condominium Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, by ballot or limited proxy, where required by the Act, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of Unit Owners in excess

of sixty-seven (67%) percent of the Voting Interests of all Units in the Condominium.

- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Elements and Common Surplus of the Condominium, (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens on the Unit, shall join in the execution of the amendment and the amendment is otherwise approved by an excess of sixty-seven (67%) percent of the Voting Interest(s) of Unit Owners. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Condominium Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units and accordingly, shall not constitute a Material Amendment.
- 6.3 Mortgagee's and Developer's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any mortgagees of Units, or the Developer, without the consent of said mortgagees, or Developer, in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance, Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment; without limiting the generality of the foregoing, nor shall any amendment change the provisions of Section 11.6 or Sections 25.16 and 25.17 without the consent of the Developer as any amendment to said Sections would affect the Developer's rights and responsibilities. The provisions of this Section 6.3 may not be amended in any manner.
- 6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Condominium Association, the Declaration, the Articles of Incorporation or the By-Laws of the Condominium Association may be amended by the Developer alone, without requiring the consent of any other party, to affect such change whatsoever, except for an amendment: (i) to permit timeshare estates (which must be approved, if at all, by all Unit Owners and Mortgagees of Units); or (ii) to affect a Material Amendment, which must be approved, if at all, in the matter set forth in Subsection 6.2 above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct an omission or error in this Declaration or any of its exhibits. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.5 Scrivener Errors: If it appears that through a scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the condominium have not been distributed in the Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal 100 percent, or if it appears that more than 100 percent of Common Elements or Common Expenses or ownership of the Common Surplus have been distributed, the error may be corrected by filing an amendment to the Declaration approved by the Board of Directors or by a majority of the Unit Owners.

- 6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Condominium Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Osceola County.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted and the text underlined; and words to be deleted shall be lined through with hyphens. However, if 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 indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. MAINTENANCE, REPAIR AND REPLACEMENTS.

- 7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door, garage door attached to or which is a part of a Unit, and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The Unit Owner shall also maintain, repair and replace, at his, her or its sole, cost and expense, all portions of any hurricane shutter(s) that the Unit Owner may install, upon prior written approval of the Condominium Association, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached, (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), whereupon the maintenance, repair and replacement of such Limited Common Element shall be the responsibility of the Unit Owner) which the Unit Owner installs, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Condominium Association of the hurricane shutter(s) if necessary or required in order for the Condominium Association to maintain, repair, replace or protect the Common Elements or Association Property.

The air-conditioning and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, filters, the compressor, condenser, motor, fan and related parts.

The Unit Owners shall have the obligation to maintain, repair, and replace at their expense all fans, stoves, hot water heaters, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.

A Unit Owner may not screen or enclose his balcony, lanai, terrace, patio or deck except with the prior written approval of the Board of Directors of the Condominium

Association. In addition, a Unit Owner may not install exterior lighting to the walls or ceilings of his balcony, lanai, terrace, patio or deck.

Accordingly, any expense for the maintenance, repair or replacement relating to balconies, lanais, patios, terraces or decks (excluding painting, as provided above) as Limited Common Elements shall be treated as and paid for by the Unit Owner who is the Owner of the appurtenant balcony, lanai, patio, terrace or deck as a Limited Common Element and not as a Common Expense of the Condominium Association.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein (i.e., as to certain Limited Common Elements), or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements, including but not limited to the Life Safety Systems and those portions of the Common Elements subject to the Parking Easement Agreement; all portions of the Condominium (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing columns; all of such portions of the Units contributing to the support of the Building, which shall be deemed Common Elements of the Condominium; all conduits, chases, chase areas, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls, all elevators, elevator cab doors, and exterior elevator doors servicing more than one Unit, if any, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained; all property owned by the Condominium Association; all incidental damage caused to a Unit by the above work; all costs of fulfilling the obligations under the Parking Easement Agreement and/or the Access Restriction Agreement, if any; all painting of exterior parapet walls and ceilings within exterior balconies, lanais, terraces and patios; and all windows that are not accessible from terraces, (other than certain Limited Common Elements as provided above), and all Garage Parking Spaces, as well as any detached structure in which it is located, shall be performed by the Condominium Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are part of the Unit or are Limited Common Elements thereof, except for those portions to be maintained, repaired and replaced by the Condominium Association, shall be the responsibility of the applicable Unit Owners, individually, and not the Condominium Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are either part of the Unit or are Limited Common Elements. Where a Limited Common Element consists of a terrace (more particularly without limitation balcony, lanai, court, patio or deck area), the Unit Owner who has the right to the exclusive use of said balcony, court, lanai, patio, or deck shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including the paint and surface of the floor and ceiling within said area, if any, and any floor or wall coverings, if any, and the fixed and/or sliding glass door(s) or other portions of the entrance way(s) of said area, the stairs and/or stairwells attached to the balcony or court areas descending to ground level, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any; provided, however, the Condominium Association shall maintain and repair all exterior roofs, if any, of said balcony, lanai, court, patio or deck, and below the unfinished surface of the structural floor, the railings affixed to the balconies, the top wall of the balconies, which costs and expenses for said maintenance and repair of the railings and top wall of the balconies shall be a Common Expense to all Unit Owners. The Condominium Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law. Notwithstanding anything contained herein to the contrary, the

Condominium Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Condominium Association's obligation of maintenance, repair or replacement under this Article 7, and the Unit Owner shall bear the cost of any such loss or damage.

Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building including balconies, lanais, patios, decks or terraces or any stucco portion of the Unit, and shall secure the prior written approval of the Condominium Association as to, including but not limited to, the color, type of material, setting material and other product and installation specifications, prior to the installation or replacement of any flooring on balconies, patios or terraces.

Unit Owners shall promptly report to the Condominium Association any defects or need for repairs, the responsibility for the remedy of which is that of the Condominium Association.

No Condominium Parcel Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Condominium Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Building or impair any easement.

As set forth in Paragraph 3.3(c), all Parking Spaces, unless assigned, are Common Elements. Upon purchase by a Unit Owner from Developer of the right to use a Parking Space, same shall become a Limited Common Element. Expenses for the maintenance, repair or replacement of such Parking Spaces, as Limited Common Elements, shall be controlled by the terms of the first Paragraph of this numbered Paragraph 7.1.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE CONDOMINIUM ASSOCIATION.** Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of One Hundred Thousand (\$100,000.00) Dollars in the aggregate in any calendar year, the Condominium Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the Condominium Association present in person or by proxy at a meeting called for that purpose at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate One Hundred Thousand (\$100,000.00) Dollars or less in a calendar year may be made by the Condominium Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.**

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, any structural addition, alteration or improvement in or to the Unit or any Limited Common Element, or any change to the Unit which is visible from any other Unit, or the Common Elements (including, but not limited to, the installation of hurricane shutters, window boxes, screens, sliding glass doors, enclosure of balcony area, awnings, hot tubs, trellises, satellite dish or antennae, except to the extent specifically required to be permitted by law) or any other change to the physical appearance of the Building on balconies, lanais, terraces, patio areas and roof areas, without in each instance, the prior written consent of the Board of Directors of the Condominium Association. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit without the prior written consent of the Board of Directors. Any and all requests for

electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate professional (*i.e.*, architect, engineer, etc.) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Condominium Association, through action of the President, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association, the Developer, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Condominium Association.

The Condominium Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Condominium Association. Neither the Developer, the Condominium Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions.

Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Condominium Association arising out of the Condominium Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Condominium Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Condominium Association hereunder.

Unit Owners may install Developer-approved or Board-approved hurricane shutters conforming to Board-adopted hurricane shutter specifications, upon the prior written consent of the Board or Developer. With regard to the installation of hurricane shutters, the Board of Directors shall adopt hurricane shutter specifications for the Building, which specifications shall comply with the applicable governmental building code, and which shall include, but not be limited to, color, style and other factors deemed relevant by the Board of Directors of the Condominium Association and CROA, as applicable. Unit Owners shall be responsible for properly installing their hurricane shutters when weather conditions so require. Notwithstanding the foregoing, no hurricane shutters may be placed over window or door openings of a Unit until such time as there is a tropical storm watch or hurricane watch issued by

the National Weather Center or other recognized weather forecaster for the County. All hurricane shutters must be removed within forty eight (48) hours after such watch or warning has been lifted. The Condominium Association shall have the right, but not the obligation, to install or remove such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units or Association Property, upon the issuance of a hurricane warning, or in order to preserve and protect the Condominium Property and Association Property, in the Condominium Association's sole discretion, for any Unit in which the Unit Owner is absent or has not installed said shutters, without the Unit Owner's permission. The Unit Owners hereby release and hold harmless the Developer, Condominium Association and any of their respective employees or agents, from any liability or damages resulting from actions or non-actions in furtherance of the operation of the hurricane shutters. The installation, replacement, and maintenance of hurricane shutters in accordance with the specifications adopted by the Board shall not be deemed a material alteration or substantial addition to the Common Elements, and same shall only require Board approval. The Condominium Association shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board of Directors of the Condominium Association.

- 9.2 Weight and Sound Restrictions. Other than as to kitchens, bathrooms and balconies, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements without prior written approval from the Board of Directors of the Condominium Association other than as originally installed. All other areas of the Unit, are to receive sound absorbent, less dense floor coverings, such as carpeting. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, other than kitchens, bathrooms and balconies must be submitted to and approved by the Board of Directors of the Condominium Association and also meet applicable structural and sound abatement requirements. Also, the installation of any improvement or heavy object must be submitted to in advance and approved in writing by the Board of Directors of the Condominium Association, and be compatible with the structural design of the Building.

Prior to the installation of such hard surface flooring, the Unit Owner must provide the Condominium Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Condominium Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Condominium Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Condominium Association has the right to require immediate removal of violations. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission and agrees to indemnify and hold the Developer and the Condominium Association harmless from and against any and all costs, claims (which rightfully or wrongfully asserted damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at trial and appellate levels), arising out of the level of sound transmission or the installation of hard surface flooring.

Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a

multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

9.3 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems or access thereto. The Condominium Association shall not make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority and/or the County of Osceola Fire Department. The Condominium Association shall be required to maintain, repair and replace all fire extinguishers installed and/or located within the Common Elements. No lock, padlock, hasp, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. No entry door to any lobby may be altered or removed. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever or by the Condominium Association without the Condominium Association obtaining the consent of the applicable governmental authority having jurisdiction over same and/or the County of Osceola Fire Department. Locks on unit service entry doors shall be of the "non-self locking" type and must require the use of a key to lock from the stairwell side. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to personalty, shall impede the free movement ingress and egress.

9.4 Additions, Alterations or Improvements by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to: (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements); and (ii) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.4 shall be adopted in accordance with Section 6, and Section 10 of this Declaration, provided, however, that the exercise of any right by Developer pursuant to clause (ii) above shall not be deemed a Material Amendment.

10. **CHANGES IN DEVELOPER-OWNED UNITS.** Without limiting the generality of the provisions of Subsection 9.4 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Condominium Association or Unit Owners, to (a) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (b) change the layout or number of rooms in any Developer-owned Units; (c) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (d) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units, or portions thereof, into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market

value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection 6.4, without the vote or consent of the Condominium Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Subsection 6.2 above. Without limiting the generality of Subsection 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. OPERATION OF THE CONDOMINIUM BY THE CONDOMINIUM ASSOCIATION; POWERS AND DUTIES.

11.1 Powers and Duties. The Condominium Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Condominium Association shall include those set forth in the By-Laws and Articles of Incorporation of the Condominium Association (respectively, Exhibits "D" and "E" annexed hereto), as amended from time to time. In addition, the Condominium Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit and Limited Common Elements appurtenant thereto from time to time during reasonable hours when necessary for pest control or other purposes and for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Condominium Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements or to a Unit or Units. Unit Owners shall be required to deposit a Unit key with the Condominium Association in order to provide to the Condominium Association access to the Unit contemplated herein.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair, replace and mortgage the Common Elements and/or Association Property.
- (c) The power to acquire title to property upon the vote of seventy five (75%) percent of all the voting interests of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (d) The duty to maintain accounting records according to good accounting practices, which shall be open for inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.
- (e) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Condominium Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Condominium Association for such purposes. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Condominium Association.

- (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Condominium Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements, Units and the Condominium Property.
- (h) The power to charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted by the Condominium Association, a right to such exclusive use.
- (i) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Condominium Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) The Condominium Association shall assume all of Developer's and/or its affiliates' responsibilities to the Celebration Community Development District, the City of Celebration, the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City of Celebration, or the County, and by the Parking Easement Agreement and/or the Access Restriction Agreement, if any, all as same may be amended, modified or interpreted from time to time) and, in either such instance, the Condominium Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Condominium Association's failure to fulfill those responsibilities.

In the event of conflict among the powers and duties of the Condominium Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Condominium Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitation Upon Liability of Condominium Association. Notwithstanding the duty of the Condominium Association to maintain and repair parts of the Condominium Property, the Condominium Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Condominium Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not

same shall have been approved by the Condominium Association pursuant to Section 9 hereof. Further, the Condominium Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Condominium Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Condominium Association could not obtain such insurance at reasonable costs or upon reasonable terms.

- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Condominium Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Condominium Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Condominium Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Condominium Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Condominium Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Condominium Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Condominium Association without a specific resolution. When an approval or action of the Condominium Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Condominium Association deems appropriate or the Condominium Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Limitation upon Action of Condominium Association. The Condominium Association shall not commence any legal proceedings on its behalf or on behalf of any or all Unit Owners against the Developer without the prior written consent of at least seventy-five (75%) percent of all Unit Owners other than the Developer. Prior to instituting any such legal proceeding, the Condominium Association shall provide the Developer with the written consent of the Unit Owners as referenced above at least thirty (30) days before initiating any such legal proceedings against the Developer.
- 11.7 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Condominium Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Condominium Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Condominium Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the

Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of a reserve for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Condominium Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Condominium Association, and applicable rules and regulations of the Condominium Association. Incidental income to the Condominium Association, if any, may be used to pay regular or extraordinary Condominium Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. COLLECTION OF ASSESSMENTS.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The person acquiring title shall pay the amount owed to the Condominium Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Condominium Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Condominium Association to meet the Common Expenses of the Condominium and the Condominium Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Condominium Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Condominium Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then existing operating budget of the Condominium Association, the Board must obtain approval of a majority of the Voting Interests represented at a meeting at which a quorum is attained.

13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Condominium Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time) on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Condominium Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the recording of this Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Osceola County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Condominium Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Condominium Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Condominium Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Condominium Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner of the Condominium Parcel or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Condominium Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Condominium Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Condominium Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Condominium Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Condominium Association may declare the Assessment installments for the remainder of the budget year in which a claim of lien has been filed to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Condominium Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable on the date the claim of lien is filed. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Condominium Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Except as may be otherwise provided by applicable law, the order of priority of liens hereunder shall be tax liens, first mortgage liens, and liens for other Condominium Assessments.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Condominium Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming

due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Condominium Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Condominium Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 13.5 Appointment of Receiver to Collect Rent. If the Unit Owner remains in possession of the Unit after an action for foreclosure of the lien is filed, the Condominium Association may collect rent from the Unit Owner and may request the court in its discretion to require the Unit Owner to pay such rent for the Unit and the Condominium Association is entitled to the appointment of a receiver to collect such rent.
- 13.6 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Condominium Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed, provided, however, the mortgagee's liability is limited to a certain period of time, and in no event to exceed the maximum percentage amount of the original mortgage debt, all as set forth in the Act as same may be amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 13.7 Developer's Liability for Assessments. The Developer has guaranteed that the Assessments for Common Expenses of the Condominium imposed upon the Unit Owners other than Developer shall not increase over the amount set forth in an Exhibit to the Prospectus delivered to purchasers from the Developer, commencing on the date the first Unit in the Condominium is conveyed to a purchaser by the Developer and ending six (6) months from the date of closing of the first Unit in the Condominium ("Initial Guarantee Period"). During the Initial Guarantee Period, the Developer will not be required to make payments for Assessments attributable to Units owned and offered for sale by the Developer, including but not limited to assessments for reserves, if any, but, instead, will be obligated to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. The foregoing provisions are pursuant to Florida Statutes Section 718.116(9)(a). After the Initial Guarantee Period, the Developer shall have the option, but not the obligation, to extend the guarantee for up to six (6) additional periods of three (3) months each commencing at the expiration of the Initial Guarantee Period. No funds receivable from Unit purchasers or Owners and payable to the Condominium Association, including capital contributions or start up funds, or collected from Unit purchasers at closing, may be used for payment of such Common Expenses by the Developer on behalf of the Condominium Association prior to the expiration of the Developer's guarantee, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above.

Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs

necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Condominium Association as required by Section 718.111(11)(a) of the Act.

The provisions of this Subsection 13.7 are paramount to and superior to the provisions of Subsection 5.1 and all other provisions of this Section 13 of this Declaration as to the matters set forth in this Paragraph. For further information as to the Developer's guarantee, reference should be made to the Developer's Prospectus and the initial Estimated Operating Budgets which are attached thereto as Exhibits.

- 13.8 Condominium Working Capital Fund. A contribution to the working capital fund in the sum of two (2) times the monthly Assessment amount, without reserves, shall be payable to the Condominium Association at the time of closing. This contribution is not to be considered as advance maintenance payments or funds of the Condominium Association, but rather as a purchaser's share of the initial expenses of the Condominium itself, such as advance insurance premiums, other prepaid premiums, rentals, utility deposits, charges for service contracts, permits and licenses. In addition to the above, the Condominium working capital fund may be used for the purposes of emergency needs, initial items and non-recurring capital expenses. Developer is entitled to be reimbursed by the Condominium Association for any such sums advanced by it out of Assessments paid by Unit Owners or by way of a credit against obligations Developer may have to pay to the Condominium Association. However, the capital contributions of purchasers to the Condominium Association may not be used for such purposes as long as the Developer's maintenance guaranty is in effect.
- 13.9 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Condominium Association shall provide a certificate stating whether all Assessments and other moneys owed to the Condominium Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Condominium Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.
- 13.10 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Condominium Association from time to time.
- 13.11 Use of Common Elements. The Condominium Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by a majority vote of the Condominium Association or unless the charges relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements or Association Property.
- 13.12 CELEBRATION FOUNDATION, INC. – REQUIRED CONTRIBUTION AND CALCULATION OF CONTRIBUTION. Coincident with the transfer of title to each Condominium Unit (including the initial sale and transfer of title from Developer to each Unit Owner), the seller of the Condominium Unit shall, on the closing of such sale, be required to make a non-refundable contribution in the amount set forth below, to Celebration Foundation, Inc., a Florida non-profit corporation (the "Foundation") established for the purpose of sponsoring, coordinating and/or assisting the development of community activities and organizations within and benefiting the Residential Properties, as same is defined in the Charter, and such other purposes as the directors and officers of such corporation shall determine from time to time. This Declaration shall be deemed to impose a lien on each Condominium Unit to secure the obligation of each Unit Owner (including Developer) to make the aforementioned contribution, which lien may be

foreclosed by The Celebration Company or the Foundation, if such contribution is not paid to the Foundation coincident with the recordation of a deed transferring title to the Condominium Unit as aforesaid.

The amount of the contribution required to be made by each Unit Owner, including Developer, as described above, shall be equal to Two Hundred Ninety and 00/100 Dollars (\$290.00) for the first transfer of each Condominium Unit with respect to which a contribution is required to be made pursuant to this subsection 13.12. For each subsequent transfer, the required contribution shall be equal to the amount originally required to be paid on the first transfer of the Condominium Unit as set forth above, multiplied by a fraction, the numerator of which shall be the "CPI" announced for the month immediately preceding the month in which such transfer occurs and the denominator of which shall be the "CPI" in effect as of June 1, 2001. For purposes of this Declaration, "CPI" shall mean the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100) unadjusted, published from time to time by The Bureau of Labor Statistics U.S. Department of Labor, or such successor index as most reasonably approximates such Consumer Price Index.

14. **INSURANCE.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Condominium Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Mortgagees. No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.
- (c) Named Insured. The named insured shall be the Condominium Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds. For so long as Developer still owns Units in the Condominium, the Developer may be the named insured on the policy, and in that event, the Condominium Association shall be an additional insured under, and covered by, the policy.
- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined in subarticle 14.6) (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Condominium Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Condominium Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

14.2 Coverage. A Unit-Owner controlled Condominium Association shall use its best efforts to maintain insurance covering the following, and if the Condominium Association is Developer-controlled, the Condominium Association shall exercise due diligence to obtain and maintain such insurance:

- (a) Casualty. The Building [including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Condominium Association's policy(ies), but excluding all furniture, furnishings, unit floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and also excluding hurricane shutters, and the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as same may be amended or renumbered from time to time] and all Improvements located on the Common Elements from time to time, together with all fixtures, Building service equipment, personal property and supplies constituting the Common Elements or owned by the Condominium Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs and a commercially reasonable deductible as determined by the Board. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Condominium Association. Such coverage shall afford protection against:
- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Condominium Association, but with combined single limit liability of not less than One Million (\$1,000,000.00) Dollars for each accident or occurrence, One Hundred Thousand (\$100,000.00) Dollars per person and Fifty Thousand (\$50,000.00) Dollars for property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Condominium Association so elects.
- (e) Fidelity Insurance. The Condominium Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Condominium Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Condominium Association or its management agent at any one time, or in an amount not less than the minimum sum required by law. As used in this paragraph, the term "persons who control or disburse funds of the Condominium Association" includes, but is not limited to, those individuals

authorized to sign checks and the president, secretary, and treasurer of the Condominium Association. All persons providing management services to the Condominium Association and required to be licensed pursuant to law shall provide the Condominium Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The Condominium Association shall bear the cost of, or reimburse for the cost of, bonding.

- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Condominium Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Condominium Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Condominium Association, a member of the Board of Directors of the Condominium Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Condominium Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 14.3 Additional Provisions. Upon and after turnover of control of the Condominium Association to non-developer Unit Owners, all policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Condominium Association shall be paid by the Condominium Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner shall provide the Condominium Association with a copy of a binder, a policy or other proof satisfactory to the Condominium Association of said insurance coverage.
- 14.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Condominium Association shall be for the benefit of the Condominium Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. If an Insurance Trustee has not been appointed by the Condominium Association, then the Condominium Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, Institutional First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by

the Condominium Association and to execute and deliver releases upon the payment of claims, if any. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if an Insurance Trustee has not been appointed or designated. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but such shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Condominium Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Condominium Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Condominium Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs may be held by the Condominium Association to defer operating expenses or be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Condominium Association made by its President and Secretary as to the

names of the Unit Owners and their mortgagees and their respective shares of the distribution.

- 14.8 Damage Not Covered. The cost to repair any damage caused to a Common Element or other property owned by the Condominium Association by a Unit Owner or Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Condominium Association, and said damage is through no negligence on the part of the Condominium Association, shall be borne by the Unit Owner sustaining the damage.
- 14.9 Condominium Association as Agent. The Condominium Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Condominium Association and to execute and deliver releases upon the payment of claims.
- 14.10 Unit Owners' Personal Coverage. Unless the Condominium Association elects otherwise, the insurance purchased by the Condominium Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Condominium Association.
- 14.11 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.12 Insurance Trustee Optional. The Board of Directors of the Condominium Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Condominium Association fails or elects not to appoint such Insurance Trustee, the Condominium Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 14.13 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

- 15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Condominium Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Condominium Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Notwithstanding the above, if seventy five (75%) percent or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Condominium Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty (80%) percent of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Condominium Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage

or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Condominium Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Condominium Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Condominium Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Condominium Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Condominium Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Condominium Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Condominium Association.
- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) Condominium Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Condominium Association is less than One Hundred Thousand (\$100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Condominium Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the

construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

- (ii) Condominium Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Condominium Association is more than One Hundred Thousand (\$100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Condominium Association to supervise the work.
- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Condominium Association, this balance may be used by the Condominium Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and shall promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Condominium Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Condominium Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Condominium Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

- 15.4 Assessments for Reconstruction and Repair. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Condominium Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs

of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Unit Owner in proportion to the cost of repairing the damage suffered by each Unit Owner thereof, as determined by the Condominium Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. CONDEMNATION.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain 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 (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Condominium Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Condominium Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Condominium Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration, pursuant to Section 13 and applicable law.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common

Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:

- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
- (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Condominium Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Condominium Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Condominium Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not

sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Condominium Association within thirty (30) days after notice of a dispute by any affected party, such 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 appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Condominium Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Condominium Association.

17. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner; (ii) an officer, director, stockholder, employee or designee of such corporation; (iii) a partner, employee or designee of such partnership; (iv) the fiduciary or beneficiary of such trust; or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in

a Unit, including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed sixty (60) cumulative days in any calendar year. Under no circumstances may any Unit be used as an office or for any other business activity related to a residential use as specifically provided for in the Charter. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, or a group of natural persons related to each other by blood or legally related to each other by marriage or adoption. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Condominium Association, a person(s) occupying a Unit for more than thirty (30) consecutive days without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Subsection 17.1, and the Board of Directors of the Condominium Association shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

- 17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Subsection 17.1 above.
- 17.3 Pets. Except for fish, each Unit (regardless of the number of Owners), may maintain up to a maximum of one (1) domesticated household pet not to exceed 70 pounds in a Unit, provided said pet: (i) is not kept, bred, or maintained for any commercial purpose; (ii) does not become a nuisance or annoyance to neighbors; (iii) is not left unattended on balconies, lanais, terraces, patios or deck areas; and (iv) is carried, or walked on a leash not more than six (6) feet in length, at all times when on the Common Elements and/or Association Property. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, including but not limited to pit bulls, rotweilers, or other breed considered to be dangerous by the Board of Directors; provided that neither the Developer, the Board nor the Condominium Association shall be liable for any personal injury, death or property damage resulting from a violation of this Subsection or the rules and regulations promulgated by the Board of Directors. Any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Condominium Association in such regard. All pets must be registered and approved by the Board, which approval may be given or withheld in the sole discretion of the Board. Notwithstanding the foregoing, any installation of a fish tank exceeding fifty five (55) gallons must be submitted and approved by the Board of Directors of the Condominium Association and be compatible with the structural design of the Building. The Board of Directors of the Condominium Association may require the review by a structural engineer at the sole expense of the Unit Owner. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit on a leash not more than six (6') feet in length. Pets may not be kept in a Common Element or in a Limited Common Element, nor be walked through or kept in public areas of the Condominium other than while being walked while on a leash. No reptiles, wildlife or other exotic pets shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 19 hereof, violation of the provisions of this Subsection shall entitle the Condominium Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws or in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner is permitted to keep any pets.

- 17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, placing aluminum foil in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Celebration Arc or its equivalent for energy conservation purposes, installing any electrical wiring, television antenna, satellite dish or antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any exterior portion of the Building. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Condominium Association and without obtaining the prior written consent of the Condominium Association (in the manner specified in Subsection 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances, (as defined by the Condominium Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Condominium Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7.
- 17.8 Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 or 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside the Unit, other than potted plants.
- Enclosures by screening, or otherwise of balconies, terraces, or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, patios or similar areas. No objects shall be hung from balconies, or terraces. No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces, or exterior walls. No Unit Owner may alter the configurations of such balconies or hang plants, draperies, screens or other items therefrom, other than potted plants.
- 17.9 Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be deposited by hand in appropriate waste containers or except as otherwise permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable standards adopted by the Association, CROA or the

Celebration ARC) for such containers (the latter to control over the former in the event of conflict).

- 17.10 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at no more than 78°F, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Condominium Association as set forth in Section 11.1(a) above, in the event that the Condominium Association reasonably believes that the provisions of this Section 17.10 are not being complied with, then, the Condominium Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Condominium Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Condominium Association, to be promptly reimbursed by the Unit Owner to the Condominium Association, with all such costs to be deemed charges hereunder).
- 17.11 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Condominium Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance, sales, re-sales, leasing and other marketing and financing activities, which activities the Developer can perform without the prior consent of the Unit Owners.
- 17.12 Effect on Developer; Condominium Association. The restrictions and limitations set forth in this Section 17, except Subsections 17.1, 17.2, and 17.3, shall not apply to the Developer nor to Units owned by or leased to the Developer. The Condominium Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS

18. **CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS.** In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units only, by any Owner shall be subject to the following provisions:

18.1 **Right of Approval.** A Condominium Parcel shall not be sold, leased or transferred without the prior written approval of the Condominium Association, which approval shall not be unreasonably withheld. Any Unit Owner who receives a bona fide offer to purchase or lease their Unit (such offer to purchase a Unit, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which they intend to accept shall give notice by personal delivery or certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Condominium Association that such Unit Owner believes the Outside Offer to be bona fide in all respects, as well as a request for approval of the Board of Directors of the sale or lease. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Condominium Association or its designee shall notify the Offeree Unit Owner by personal delivery, U.S. mail, facsimile or electronic transmission, of the Condominium Association's approval or denial of approval of the sale or lease.

The Condominium Association may charge a transfer fee or screening fee in connection with such Outside Offer and/or right of approval, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

In the event the Condominium Association or its designee shall fail to approve or deny the sale or lease, such failure to approve or deny the proposed sale or lease as permitted by Subsections 18.1 and 18.3 hereof, respectively, within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer and in the case of a sale, the Condominium Association shall issue a certificate of approval. In the event the Offeree Unit Owner does not consummate the sale or lease of the Unit to the approved Outside Offeror, then, Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this subsection.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium, including, but not limited to the Charter, as the same may be amended from time to time.

A certificate executed and acknowledged by an officer of the Condominium Association stating that the provisions of this subsection, and Subsection 18.3 have been satisfied by a Unit Owner, shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of this subsection apply. The Condominium Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

Any purported sale or lease of a Unit in violation of this subsection shall be automatically void unless and until a certificate of approval has been obtained from the Association in accordance with the requirements of this Article 18.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this subsection 18.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Condominium Association shall neither have the duty to provide an alternate purchaser or alternate lessee in the event the Association disapproves a lease, lessee, purchase and sale contract or Outside Offeror.

The Condominium Association's right of approval of the sale or lease of a Unit may be conditioned upon a personal interview of the Outside Offeror and any intended occupants of the Unit with the Board of Directors or a committee formed for such purpose, along with the requirement for letters of reference, credit searches and any other documents or information reasonably requested by the Condominium Association.

18.2 Gifts and Devises. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction, other than the following, and provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

In the case of the death of the Owner of a Condominium Parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Condominium Parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or if under the laws of descent and distribution of the State of Florida the Condominium Parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Condominium Association shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Condominium Association, or within thirty (30) days from the date the date the Condominium Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Parcel. If the Board shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Parcel, subject to the provisions of this enabling Declaration and By-Laws of the Condominium Association. If, however, the Board shall refuse to consent, then the Members shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said Condominium Parcel, at the then fair market value thereof; should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the senior judge of the Circuit Court in and for Osceola County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased Owner out of the amount realized from the sale of said Condominium Parcel. In the event the then Members of the Condominium Association do not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or such person or persons or the

legal representative of the deceased Owner may sell the said Condominium Parcel; but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Condominium Association.

- 18.3 Leases. No portion of a Unit (other than an entire Unit) may be rented. A Unit shall not be leased or rented for a term of less than one year without the prior written approval of the Condominium Association, which approval shall not be unreasonably withheld, and CROA so long as required by CROA's rules, provided, however, that a Unit Owner shall be prohibited from leasing his Unit more than one (1) time per calendar year and for a term of less than six (6) months. The Condominium Association shall have the right to require that a substantially uniform form of lease be used. The lease shall be in writing, and shall include a provision permitting the Condominium Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of the lease agreement or this Declaration or the rules and regulations of the Condominium Association. In the event the Condominium Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. The Condominium Association shall have the right to require of all tenants that they deposit in escrow with the Condominium Association an amount not to exceed the maximum amount allowed for under the Act (as it may be amended from time to time) which may be used by the Condominium Association to repair any damage to the Common Elements or other property owned by the Condominium Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Condominium Association for any amount which is required by the Condominium Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Condominium Association. All leases shall disclose that all lessees and occupants of the leased Unit are subject to, bound by, and obligated to comply with all provisions of the Charter, this Declaration, the By-Laws, Articles and Rules and Regulations of the Condominium Association, and the Act and the provisions of same shall be expressly incorporated into any lease of a Unit and in the event they are not expressly incorporated in writing, they shall be deemed to include same. This subsection shall also apply to subleases and assignments and renewals of leases. For the purposes of this Section 18.3, a corporate Unit Owner may allow its officers, directors, designees, and employees to use the Unit without it constituting a lease. This Section 18.3 may be amended only by the affirmative vote of ninety (90%) percent of all Unit Owners.

The Condominium Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.

- 18.4 Unauthorized Lease or Transactions Void. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Condominium Association.
- 18.5 Judicial Sale. No judicial sale of a parcel or any interest therein shall be valid unless:
- (1) The sale is to a purchaser approved by the Condominium Association which approval shall be in recordable form, executed by two (2) officers of the Condominium Association, and delivered to the purchaser; or

(2) The sale is a result of public sale with open bidding.

- 18.6 Withholding of Consent. Notwithstanding anything contained in this Paragraph 18 to the contrary, the Board shall have the absolute right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance bequest, devise, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration, the Charter, and/or their respective Exhibits. This right is in addition to, and not in lieu of, any other valid right the Board may have to withhold its consent.
- 18.7 Rights of Mortgagee. The foregoing provisions of this Paragraph 18 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall provisions apply to a transfer, sale or lease by a "bulk grantee" of an Institutional Mortgagee upon the Unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more Units from said Institutional Mortgagee. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer, or otherwise deal with the title and possession of a Unit without complying with the provisions of this Paragraph 18, and without the approval of the Condominium Association, and without payment of any screening fee, except to the extent that applicable Florida law prohibits the Developer or its transferees or designees from exempting itself from the leasing requirements contained herein.
- 18.8 Developer's Right of First Refusal. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase or lease any Unit upon the same price and at the same terms as offered by a bona fide purchaser for value; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all Units in the Condominium, or until two (2) years after the recordation of this Declaration, whichever shall first occur.
- 18.9 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.
- 18.10 Financing of Purchase of Units by the Condominium Association. The purchase of any Unit by the Condominium Association shall be made on behalf of all Unit Owners. If the available funds of the Condominium Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.
- 18.11 Exceptions. The provisions of Subsection 18.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer (unless prohibited by law), (c) the Condominium Association, (d) any proper officer conducting the sale of a Unit

in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.12 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

19. DEVELOPMENT AND ARCHITECTURAL REVIEW; GENERAL POWERS

19.1. Purpose of Celebration Architectural Review Committee. An architectural review committee ("Celebration ARC") has been established by the Celebration Company to review and approve plans and specifications for all Improvements (as that term is defined in the Charter), including alterations constructed on any homes and homesites subject to the Charter. Accordingly, the Association and all Units within the Condominium shall adhere to the architecture, landscaping, aesthetic standards, the design guidelines and the procedure for review and approval as set forth in the Charter, as amended from time to time and the Celebration ARC and/or The Celebration Company, as applicable. In the event the Celebration ARC as established pursuant to the Charter, or the Celebration Company ceases to exist, or abdicates jurisdiction over the Condominium, in writing, then in that event, the Developer and thereafter, the Association shall establish an architectural control committee ("Carlyle ARC") in accordance with the following provisions. The primary goal of the Carlyle ARC will be to review the application, plans, specifications, materials, and samples submitted to determine if the proposed submittal conforms in appearance and construction criteria set forth by the Carlyle ARC.

The Carlyle ARC shall not seek to restrict individual taste or preferences. In general, its aim shall be to avoid harsh concepts in the landscape and architectural themes of the Condominium and to foster compatible design so that there is a harmony between Units. The Carlyle ARC intends to be objective in the design review process and to maintain reasonableness to the individual aspects of design.

19.2. Members of Carlyle ARC. The Carlyle ARC shall initially consist of three (3) members. The initial members of the Carlyle ARC shall consist of persons designated by Developer or the Association, as applicable. Developer, in its sole discretion, shall, until turnover, have the right to remove and appoint new members of the Carlyle ARC. Each of the initial members shall hold office until all Units and improvements in the Condominium have been constructed and conveyed (if appropriate), or sooner at the option of Developer, whereupon Developer shall assign all the rights, duties, powers and obligations of the Carlyle ARC to the Association. Thereafter, each new member of the Carlyle ARC shall be appointed by the Board of Directors of the Association and shall hold office until such time as they have resigned or have been removed or their successors have been appointed, as provided herein. Members of the Carlyle ARC may be removed at any time without cause. The Board of Directors shall have the right to change the number of, and appoint and remove all members of the Carlyle ARC, except those initially appointed by Developer and their replacements.

The members of the Carlyle ARC may be reasonably compensated for their services as such, in which event such compensation shall be a common expense of the Association. The Carlyle ARC may, with the approval of the Board of Directors of the Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the Carlyle ARC member and other expenses of the Carlyle ARC (including, without limitation, overhead, development review, enforcement and other Association expenses reasonably allocable to the Carlyle ARC).

19.3 Responsibilities of the Carlyle ARC. On behalf of Association and to the extent determined by its Board of Directors, the Carlyle ARC shall be empowered to perform the following services:

- (a) To establish architectural motifs and exterior architectural theme.
- (b) To establish architectural review criteria.

- (c) To review all applications to the Carlyle ARC for compliance with architectural review criteria and with this Declaration.
- (d) To assure compatible architectural standards and harmonious relationships with neighboring properties.
- (e) To enforce the provisions of this Declaration by any legal or equitable remedy.
- (f) To monitor violations of architectural review criteria and notify Developer and the Board of Directors of the Association for appropriate action.
- (g) To amend architectural review criteria as may be required from time to time.
- (h) To contact those persons who have made application to the Carlyle ARC whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring applications into compliance with criteria and covenants.
- (i) To maintain copies of applications to the Carlyle ARC, architectural documents and related records.
- (j) To make information available regarding activities of the Architectural Review Board and changes in criteria as they may occur.

In addition to the power and duties set forth in this Article 19, notwithstanding anything contained herein to the contrary, the Carlyle ARC shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Condominium by Developer, by way of specific deed restrictions or contract, as Developer shall, in its sole discretion, if at all, elect to have enforced (subject at all times to Developer's right to modify or revoke such right and duty) and all Owners shall indemnify, and are deemed to have, indemnified, and shall hold harmless the Association, the Carlyle ARC, their respective Members, and the Developer, in connection with any liability arising out of, or pertaining in any way, to the aforesaid duties, powers and responsibilities. Such election may be made by Developer in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Developer's rights to enforce same. Further, Developer may provide for specific criteria and procedures to be used by the Carlyle ARC in such regard (subject to later modification). Absent such provision, the Carlyle ARC shall proceed in the manner set forth in this Article.

19.4. Review of Proposed Construction. No construction or landscaping shall be allowed to commence within the Condominium unless it fully complies with all provisions and applicable development and building codes, zoning ordinances and any other appropriate governmental regulation and as approved by the Carlyle ARC in accordance with the provisions hereof. No construction shall be allowed to commence within the Condominium, unless all required permits have been obtained from all pertinent and applicable public, governmental or quasi-governmental agencies, and all required fees have been paid. Any future request by an Owner for modification of existing structures, new additions or alterations shall be subject to the regulation and approval of both the Carlyle ARC and the appropriate governmental body having jurisdiction over the Condominium.

An Owner seeking review by the Carlyle ARC shall submit to the Carlyle ARC two complete sets of plans and specifications of the proposed construction or modification solely at Owner's cost and expense. These plans and specifications shall be prepared by an architect, landscape architect, engineer, builder or other person found to be qualified by the Carlyle ARC. The Carlyle ARC shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient.

The Carlyle ARC shall approve proposals, except as restricted above, or plans and specifications submitted for its approval only if it deems that the construction, alteration,

removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Condominium as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Carlyle ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications at Owner's sole cost and expense or other information prior to approving or disapproving material submitted. The Carlyle ARC may also issue rules or guidelines setting forth additional procedures for the submission of plans for approval. The Carlyle ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Carlyle ARC of all required plans and specifications, the Carlyle ARC may postpone review of any plans submitted for approval. Upon such receipt, the Carlyle ARC shall have forty-five (45) days in which to accept or reject any proposed plans and if the Carlyle ARC does not reject same within such period, said plans shall be deemed approved. The Carlyle ARC herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

After approval by the Carlyle ARC, all improvements shall be completed within a reasonable time from commencement of the improvement. The Carlyle ARC may establish, but is not required to establish a specific time for completion of construction as a condition of its approval.

If approval or disapproval of any plan is not received within sixty (60) days after written request is delivered to the Carlyle ARC by the Owner or Owner's Agent, then no approval by the Carlyle ARC shall be required. In no event may any modification be allowed to remain which violates any provision of this Declaration, the Charter, Chapter 718, Florida Statutes, or which violates any zoning or building ordinance or regulation.

In the event approval is denied by the Carlyle ARC, the Owner may request a hearing before the Carlyle ARC to justify its position. The Carlyle ARC may attempt to work with the Owner to suggest alternative methods that will accomplish the Owner's objectives and also meet with Carlyle ARC approval; provided, however, without limiting the generality of Section 19.8 hereof, the Carlyle ARC is not liable for design or engineering criteria and Owner shall be solely responsible for same.

The Carlyle ARC may render its decision within ten (10) days after the appeal has been heard and the decision of the Carlyle ARC shall be binding on the Owner.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental and/or quasi-governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The Carlyle ARC may require the payment of fees by a party requesting its approval hereunder, whereby such fees may be applied to Carlyle ARC-related costs, expenses and salaries at the discretion of the Carlyle ARC.

The provisions of this Article shall apply not only to Lots and Units, but also to the Common Elements.

19.5. Meetings of the Carlyle ARC. The Carlyle ARC shall meet from time to time as necessary to perform its duties hereunder, and to review applications received within thirty (30) days of receipt. The Carlyle ARC may from time to time, by resolution unanimously adopted in writing, designate a Carlyle ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Carlyle ARC, except the granting of variances pursuant to Section 19.9 hereof. In the absence of such designation, the vote of any two (2) members of the Carlyle ARC shall constitute an act of the Carlyle ARC.

19.6. No Waiver of Future Approvals. The approval of the Carlyle ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Carlyle ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any

similar proposals, plans and specifications, drawings or matters whatsoever, subsequently or additionally submitted for approval or consent.

19.7. Compensation of Members. The members of the Carlyle ARC shall be entitled to receive reasonable compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder.

19.8. Limitation of Responsibilities and Waiver of Carlyle ARC Members. The primary role of the Carlyle ARC shall be to review the applications, plans, specifications, materials, and samples submitted and to determine if the proposed modifications conform in appearance and construction criteria with the standards and policy as set forth by the Carlyle ARC. The Carlyle ARC does not assume responsibility for construction and any Owner who undertakes any construction, alteration, addition, landscaping, or other modification, shall indemnify, and is deemed to have, indemnified, and shall hold harmless the Association, the Carlyle ARC, their respective Members, and the Developer, in connection with any liability arising out of, or pertaining in any way, to the aforesaid construction or modification.

19.9. Variance. The Carlyle ARC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require so long as such variances do not conflict with any law or ordinance without first obtaining appropriate governmental or quasi-governmental approvals, as applicable. Such variances must be evidenced in writing which must be signed by at least a majority of the members of the Carlyle ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variances shall not, however, operate to waive any of the terms and provisions of this Declaration, or the Charter, for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's or the Association's obligation to comply with all governmental, laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental, quasi-governmental or municipal authority, nor to obtain a similar variance from the Association or architectural boards having jurisdiction.

19.10. Exemptions. Developer and its designees shall be exempt from the provisions hereof with respect to improvements, alterations and additions and removals desired to be affected by any of them and shall not be obligated to obtain Carlyle ARC approval for any construction or changes which any of them may elect to make at any time.

19.11. General Powers of the Association. Notwithstanding anything contained herein to the contrary, the Association shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Condominium by Developer, by way of specific deed restrictions or contract, as Developer shall, in its sole discretion, if at all, elect to have enforced (subject at all times to Developer's right to modify or revoke such right and duty). Such election may be made by Developer in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Developer's rights to enforce same. Further, subject to the superior right of the Celebration ARC, the Association shall have the absolute power to veto any action taken or contemplated to be taken, and the Association shall have the absolute power to require specific action to be taken, by the Carlyle ARC, as applicable, or Owner in connection with applicable sections of the Condominium. Without limiting the generality of the foregoing, the Association may veto any decision of the Carlyle ARC, (or the Celebration ARC as to decisions which the Association may maintain more strict guidelines), as applicable (or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by the Association.

19.12. Approval by the Celebration ARC. Notwithstanding anything contained herein to the contrary, in the event the prior approval (written or oral) of the Celebration Company, CROA, or the Celebration ARC, is required by the Charter for any alteration, modification, change, amendment or other action, by any Owner or the Association, then said approval shall be

obtained in the manner prescribed in the Charter prior to the effectuation of such alteration, modification, change, amendment or other action.

20. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant or lessee of a Unit and the Condominium Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Condominium Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Condominium Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Condominium Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Condominium Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Condominium Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Condominium Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

20.3 Fines. In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Condominium Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Condominium Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Condominium Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. In addition, no fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Condominium Association in accordance with the procedures established in the rules and regulations of the Condominium Association.

20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Condominium Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.5 No Waiver of Rights. The failure of the Condominium Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

21. **TERMINATION OF CONDOMINIUM.** The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty five (85%) percent of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. When the Board of Directors of the Condominium Association intends to terminate the Condominium, or dissolve the Condominium Association, the Board of Directors shall so notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") before taking any action to terminate the Condominium or the Condominium Association.

In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be owned in common by the Unit Owners in the same individual shares as each Unit Owner previously owned in the Common Elements, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Condominium Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of Osceola County. Upon recordation of the termination certificate, the Condominium Association within thirty (30) business days shall notify the Division of the termination and the date the certificate was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination certificate notice certified by the clerk.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns at least one (1) Unit.

22. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency, as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Condominium Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Condominium Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Condominium Association's Members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants, their mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which must be utilized for the above-described purposes be subject to the various easements created by this Declaration and all Exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be

made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforescribed shall be considered as having been granted directly to the Condominium Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license of right-of-way.

The Developer and/or the Condominium Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium Property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the Condominium Association or to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Developer and/or the Condominium Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

23. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

23.1 Institutional First Mortgagees shall have the right, upon written request to the Condominium Association, to: (i) examine the Condominium documents and the Condominium Association's books and records, (ii) receive a copy of the Condominium Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Condominium Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Institutional First Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

23.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

23.3 The approval of a Majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to: (i) assessments and lien rights; (ii) insurance or fidelity bonds; (iii) maintenance responsibilities for the various portions of the Condominium Property; (iv) boundaries of any Unit; (v) convertibility of Units into Common Elements or Common Elements into Units; (vi) leasing of Units; and (vii) restrictions on Owners' rights to sell Units, which consents shall not be unreasonably withheld.

24. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Condominium Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the

Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, lessees, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Condominium Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

25. ADDITIONAL PROVISIONS.

- 25.1 Notices. All notices to the Condominium Association required or desired hereunder or under the By-Laws of the Condominium Association shall be sent by certified mail (return receipt requested) or registered mail to the Condominium Association in care of its office at the Condominium, or to such other address as the Condominium Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Condominium Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Condominium Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 25.2 Interpretation. The Board of Directors of the Condominium Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Condominium Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 25.3 Mortgagees. Anything herein to the contrary notwithstanding, the Condominium Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Condominium Association.
- 25.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 25.5 Signature of President and Secretary. Wherever the signature of the President of the Condominium Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Condominium Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Condominium Association in two separate capacities.
- 25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

- 25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 25.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 25.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Condominium Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 25.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this subsection may not be amended without the consent of the Developer.
- 25.11 Sales Activity and Developer's Rights. That until the date the Developer has completed and sold all the units within the Condominium, neither the Unit Owners nor the Condominium Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the common elements and the facilities within the Condominium until such date as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative office. The Developer may use unsold units as model units or as sales offices for display purposes to prospective purchasers. The Developer shall have the right to use unassigned Parking Spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer.
- 25.12 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 25.13 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 25.14 Access of Developer to Building and Units and to Reports. For as long as Developer remains liable to the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs,

improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

For as long as the Developer remains liable to the Condominium Association under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development, construction, sale and marketing of the Condominium, the Condominium Association shall furnish to the Developer all documentation prepared on behalf of the Condominium Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas for compliance with all such warranties. Failure of the Condominium Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

- 25.15 Parking Requirements. Parking requirements promulgated by the appropriate governmental authority having jurisdiction over this Condominium shall be complied with at all times. In addition, as to any Garage Parking Space, **DO NOT OPERATE VEHICLE ENGINE WITH GARAGE DOOR CLOSED. CARBON MONOXIDE EMISSION IS LETHAL.**
- 25.16 Disclaimer of Warranties. ~~Except only for those warranties specifically provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium and has not received nor relied on any warranties and/or representations from Developer (or his representatives, agents and employees) of any kind, other than as expressly provided herein.~~

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, the Unit Owner by accepting title to his Unit thereby expressly acknowledges, agrees and understands that given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Unit Owner acknowledges that he/she is aware that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which

may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Subsection 25.16, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

25.17 Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Condominium Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 25.17.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 23 day of OCTOBER, 2006.

Signed, sealed and delivered in the presence of:

CARLYLE DEVELOPERS, INC., a Florida corporation

Karla Delgado

Witness signature

Karla Delgado

Witness print name

Sarah H. Adams

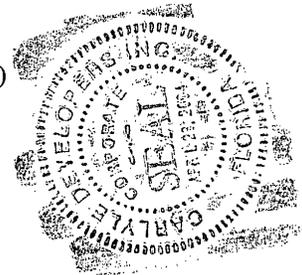
Witness signature

Sarah H. Adams

Witness print name

By: Donald E. Hempel
Donald E. Hempel,
Vice President

(Corporate Seal)



STATE OF FLORIDA)
 :SS
COUNTY OF Osceola)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Donald E. Hempel, as Vice-President of CARLYLE DEVELOPERS, INC., a Florida corporation, personally known to me (X) or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 23rd day of October, 2006.

Sarah Hoffman Adams
NOTARY PUBLIC, State of Florida

My Commission Expires: JAN. 03, 2008



2007

JOINDER

CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 23rd day of OCTOBER, 2006.

Signed, sealed and delivered
in the presence of:

CARLYLE RESIDENCES AT CELEBRATION
CONDOMINIUM ASSOCIATION, INC.

Karla Delgado
Witness signature

Karla Delgado
Witness print name

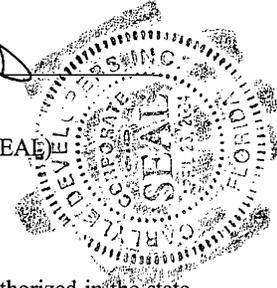
Karla L. Pare'
Witness signature

KARIA L. PARE'
Witness print name

By: Donald E. Hempel
Donald E. Hempel, President

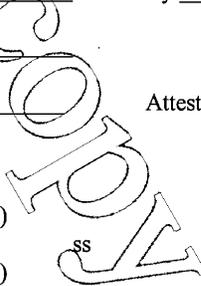
Attest: Sarah H. Achors
Sarah Achors, Secretary

(CORPORATE SEAL)



STATE OF Florida)

COUNTY OF Osceola)



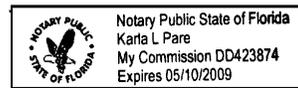
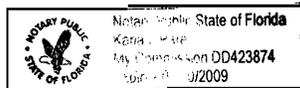
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared Donald E. Hempel and Sarah Achors, as President and Secretary, respectively, of CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, personally known to me () or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 23rd day of October, 2006.

Karla L. Pare'
Notary Public, State of Florida

KARIA L. PARE'
Notary Public - print name

My Commission Expires:



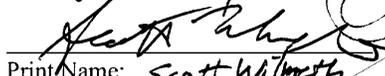
CONSENT OF MORTGAGEE

SunTrust Bank, a national banking association, being the holder of that certain Mortgage, recorded August 24, 2004 in Official Records Book 2582 at Page 1040 of the Public Records of Osceola County, Florida, hereby consents to the filing of the foregoing Declaration of Condominium of Carlyle Residences at Celebration, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered
in the presence of:

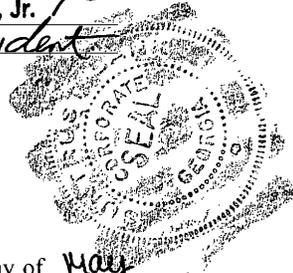
SunTrust Bank,
a national banking association


Print Name: KATHY Breitenstein


Print Name: Scott Wilmoth

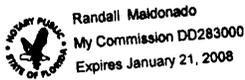
By: 
Name: William C. Lee, Jr.
Title: Vice President

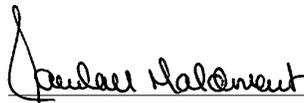
(Corporate Seal)



STATE OF FLORIDA)
 : ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 30 day of May, 2006 by William C. Lee, Jr., as Vice President of SunTrust Bank, a national banking association, on behalf of SunTrust Bank. He/she is personally known to me or has produced _____ as identification.




Notary Public
Name of Notary Printed:
RANDALL MALDONADO

My Commission Expires:

Declaration of Condominium

CONSENT OF MORTGAGEE

THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership, being the holder of that certain Mortgage entered into by and between MARK SPIRTIS and CARLYLE DEVELOPERS, INC., a Florida corporation, recorded August 24, 2004 in Official Records Book 2582, at Page 1074, of the Public Records of Osceola County, Florida, as assigned to THE SPIRTIS FAMILY LIMITED PARTNERSHIP in instrument recorded June 26, 2006 in Official Records Book 3198, at Page 1437, of the Public Records of Osceola County, Florida, together with any and all amendments thereto, hereby consents to the filing of the foregoing Declaration of Condominium of Carlyle Residences at Celebration, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered in the presence of:

THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership, formerly known as THE SPIRTIS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

By: SPIRTIS FAMILY CORP., a Florida corporation
Its: General Partner

By: Mark Spirtis
Mark Spirtis
Its: President

Kenneth Schwebel
Print Name: Ken Schwebel

Dawn Schwebel
Print Name: Dawn Schwebel

STATE OF FLORIDA)
) : ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 2nd day of NOVEMBER 2006 by Mark Spirtis, as President of SPIRTIS FAMILY CORP., a Florida corporation, General Partner of THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership, formerly known as THE SPIRTIS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership. He is personally known to me or has produced as identification.

Dawn Schwebel
Notary Public
Name of Notary Printed:
Dawn Schwebel

My Commission Expires:

875265_1
10/31/2006

NOTARY PUBLIC-STATE OF FLORIDA
DAWN SCHWEBEL
COMMISSION # DD362841
EXPIRES: OCT 31, 2008

Declaration of Condominium

FTL_DB: 875265_3

Exhibit "A"

Legal Description of Property

Lot 380 and Tract 135 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida.

LESS AND EXCEPT THE FOLLOWING

A part of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida; thence N.19°26'10"W. along the West line of said Lot 380 for 184.65 feet; thence N.40°33'50"E. along said West line for 23.09 feet; thence S.19°26'10"E. along a line parallel with the West line of Lot 380 for 193.65 feet to a point on the South line of said Lot 380, said point also being a point on a non-tangent curve concave Northwesterly; thence Southwesterly along said South line and along the arc of said curve, having a radius of 970.50 feet and a chord bearing of S.63°18'34"W., through a central angle of 01°11'25", for 20.16 feet to the POINT OF BEGINNING.

Containing 3.498 acres, more or less.

Declaration of Condominium

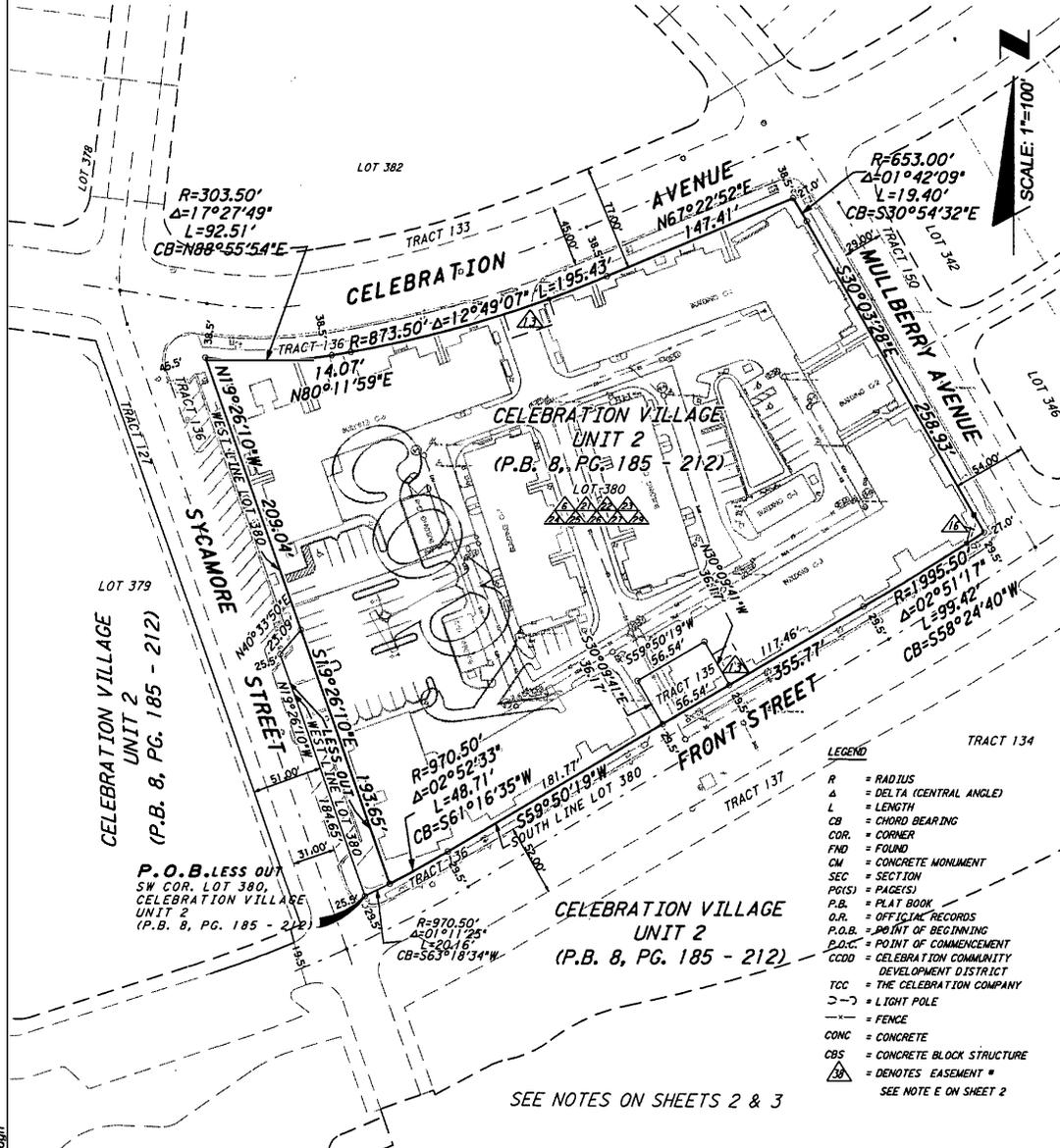
FTL_DB: 1012291_1

Exhibit "B"

Plot Plan, Survey and Graphic Description of Improvements

Copyright

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY**



SEE NOTES ON SHEETS 2 & 3

LEGAL DESCRIPTION

Lot 380 and Tract 135 of the plat of Celebration Village Unit 2, according to the plat thereof, as recorded in Plat Book 8, Pages 185-212, Inclusive, of the Public Records of Osceola County Florida.

LESS AND EXCEPT THE FOLLOWING

A part of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida, being more particularly described as follows:

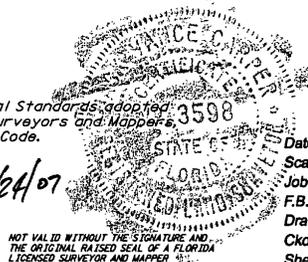
Commence at the Southwest corner of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida; thence N.19°26'10"W. along the West line of said Lot 380 for 184.65 feet; thence N.40°33'30"E. along said West line for 23.09 feet; thence S.19°26'10"E. along a line parallel with the West line of Lot 380 for 193.65 feet to a point on the South line of said Lot 380, said point also being a point on a non-tangent curve concave Northwesterly; thence Southwesterly along said South line and along the arc of said curve, having a radius of 970.50 feet and a chord bearing of S.63°18'34"W., through a central angle of 01°11'25", for 20.16 feet to the POINT OF BEGINNING.

Containing 3.498 acres, more or less.

CERTIFICATION:

This survey meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code.

James V. Carper, Jr.
JAVANCE CARPER, JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3598



REVISED: 01/10/07
 Date: 09/13/06
 Scale: 1" = 100'
 Job No.: 071242.04
 F.B.: N/A
 Drawn By: PHM
 Ckd. By: JVC
 Sheet 1 of 45

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PBS
 482 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY (NOTES)**

NOTES:

A. The Field Work was completed on October 27, 2006.

B. Bearings are based on the West Line of Lot 380 of the Plat of CELEBRATION VILLAGE UNIT 2, as recorded in Plat Book 8, Pages 185-212, Public Records of Osceola County, Florida. Bearing N19°26'10"W.

C. The ties to the buildings shown on this survey are shown on the Site Plan that follows on Sheets 4 through 8 attached hereto.

D. Buildings C-3 and C-5 are under construction and have not been completed as of the date shown in Note A above.

E. According to the Title Insurance Commitment, Agent File Reference CARLYLE CONDO, Commitment Date: August 1, 2006, this property is subject to the following items: (each item is numbered with respect to the exceptions listed in Schedule B-Section 2 of said commitment)

6. Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded March 16, 1995 in Official Records Book 1248, Page 28; First Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 599; First Amendment to the By-Laws of Celebration Nonresidential Owners Association, Inc. dated September 20, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 624; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 628; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 29, 1995 and recorded October 2, 1995 in Official Records Book 1283, Page 1488; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated June 28, 1996 and recorded July 11, 1996 in Official Records Book 1337, Page 635; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 1996 and recorded September 20, 1996 in Official Records Book 1351, Page 247; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated January 15, 1997 and recorded January 17, 1997 in Official Records Book 1374, Page 249; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 24, 1997 and recorded September 29, 1997 in Official Records Book 1437, Page 1902; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 11, 1997 and recorded January 20, 1998 in Official Records Book 1465, Page 62; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 25, 1998 and recorded October 2, 1998 in Official Records Book 1539, Page 2140; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 28, 1999 and recorded July 30, 1999 in Official Records Book 1642, Page 594; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2205; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2215; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded October 4, 1999 in Official Records Book 1660, Page 2871; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 10, 1999 and recorded December 14, 1999 in Official Records Book 1683, Page 1888; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated March 31, 2000 and recorded April 3, 2000 in Official Records Book 1721, Page 121; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 13, 2000 and recorded July 14, 2000 in Official Records Book 1755, Page 2242; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 2000 and recorded September 27, 2000 in Official Records Book 1787, Page 804; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated November 2000 and recorded November 16, 2000 in Official Records Book 1806, Page 73; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1218; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 18, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1346; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 2001 and recorded October 1, 2001 in Official Records Book 1937, Page 2387; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 27, 2002 in Official Records Book 2117, Page 2848; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded December 26, 2002 in Official Records Book 2167, Page 1156, Public Records of Osceola County, Florida; and as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded April 10, 2003 in Official Records Book 2228, Page 1674, as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 30, 2004 in Official Records Book 2607, Page 1087 Public Records of Osceola County, Florida. (As to all Lands) (For so long as the subject property is encumbered by said Declaration)

13. Distribution Power Line Easement (Switch Gear) granted to Florida Power Corporation recorded August 28, 1996 in Official Records Book 1346, Page 2119; and First Amendment to and Relocation of Distribution Power Line Easement (Switch Gear) Recorded in Official Records Book 1346, Page 2119, Public Records of Osceola County, Florida, recorded July 21, 1998 in Official Records Book 1517, Page 2043, Public Records of Osceola County, Florida. (As to Lot 380)

16. Matters appearing on the Plat of Celebration Village Unit 2 as recorded in Plat Book 8, Page 185, Public Records of Osceola County, Florida; including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule A; as amended by that certain Partial Release of Easement recorded January 22, 2004 in Official Records Book 2427, Page 1235, Public Records of Osceola County, Florida. (As to Lot 380)

21. The Utility Easement reserved to The Celebration Company, a Florida corporation, in that certain Special Warranty Deed dated January 20, 2004 and recorded January 22, 2004 in Official Records Book 2427, Page 1334, Public Records of Osceola County, Florida, conveying the land described in Schedule A to Celebration Downtown Developers LLC, a Delaware limited liability company.

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY (NOTES)**

NOTES (CONTINUED):

22. That certain Declaration of Covenants, Conditions, Restrictions and Obligations for Downtown Celebration recorded January 22, 2004 in Official Records Book 2427, Page 1265, Public Records of Osceola County, Florida. Such Declaration establishes and provides for a right of first refusal and easements.

23. Distribution Power Line Easement from Carlyle Developers, Inc to Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded November 2, 2005 in Official Records Book 2951, Page 537 of the Public Records of Osceola County, Florida.

24. That certain Parking Easement Agreement from Carlyle Developers, Inc to Celebration Community Development District recorded April 24, 2006 in Official Records Book 3135, Page 2723, Public Records of Osceola County, Florida.

25. All matters as set forth in that Special Warranty Deed from Celebration Downtown Developers, LLC to Carlyle Developers, Inc. dated August 12, 2004 and recorded August 24, 2004 in Official Records Book 2582, Page 1035 of The Public Records of Osceola County, Florida.

26. Amendment to Parking Easement Rights from Agreement from Celebration Downtown Developers to Carlyle Developers, Inc. by that Instrument dated June 15, 2005 and recorded June 22, 2005 in Official Records Book 2819, Page 2646, as amended by the Second Amendment to Parking Easement Rights by that Instrument dated August 11, 2005 and recorded April 24, 2006 in Official Records Book 3135, Page 2691, as amended by the Third Amendment to Parking Easement Rights by that certain Instrument dated April 18, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2695 of the Public Records of Osceola County, Florida.

27. Parking Easement Agreement from Carlyle Developers, Inc. to Celebration Community Development District and Carlyle Residences at Celebration Condominium Association by that Instrument dated April 19, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2723 of the Public Records of Osceola County, Florida. (As to Lot 380 and Tract 135).

29. Access Restriction Agreement from Carlyle Developers, Inc. to Celebration Community Development District and Carlyle Residences at Celebration Condominium Association by that Instrument dated April 19, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2766 of the Public Records of Osceola County, Florida. (As to Lot 380 and Tract 135).

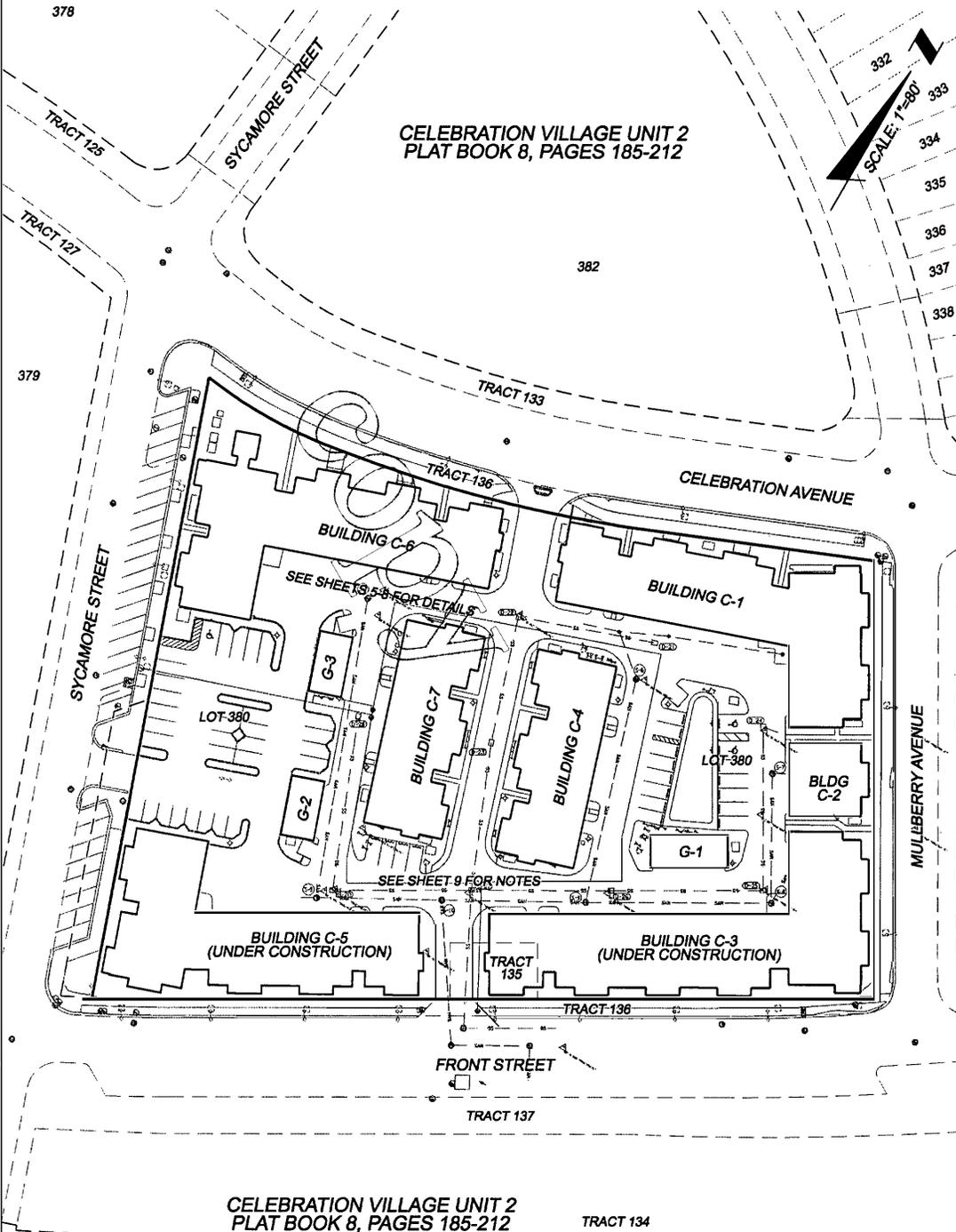
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Tel : 407/647-7275 Certificate No. LB 24

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (OVERALL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



LEGEND

- = LIGHT POLE
- = LIGHT POLE
- = ELECTRIC BOX
- = TELEPHONE MANHOLE
- = SANITARY MANHOLE
- = STORM SEWER MANHOLE
- = IRRIGATION VALVE BOX
- = FIRE HYDRANT
- = WATER VALVE COVER
- = VALVE COVER

ABBREVIATIONS

- BF = BACKFLOW PREVENTER
- PIV = POST INDICATOR VALVE
- FDC = FIRE DEPARTMENT CONNECTION
- CB = CATCH BASIN
- A/C = AIR CONDITIONER PAD
- P = PLANTER
- T = TRANSFORMER
- WM = WATER METER
- WV = WATER VALVE

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212



382

TRACT 133

CELEBRATION AVENUE

TRACT 136

BUILDING C-6

G-3

BUILDING C-7

G-2

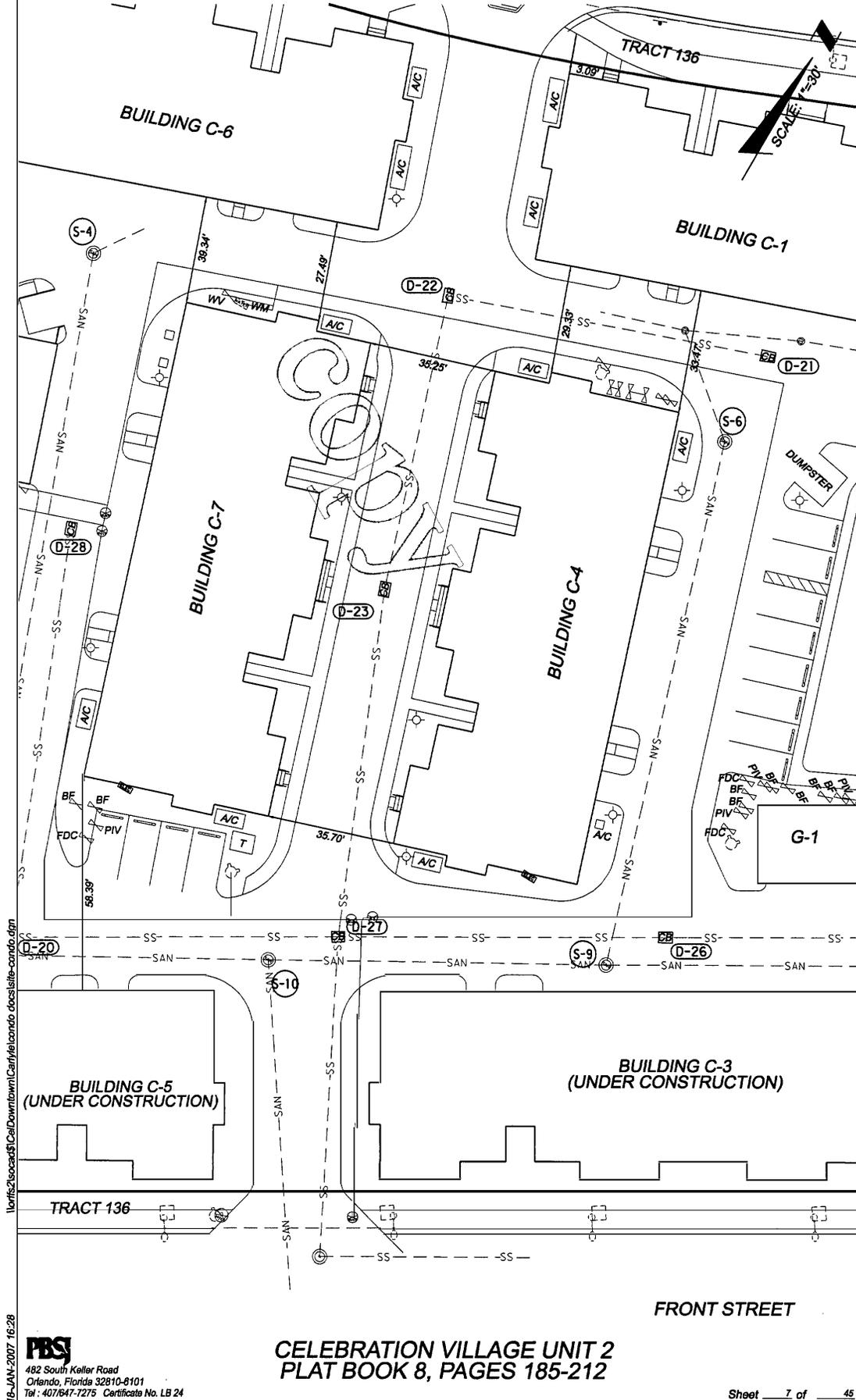
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 Orlando, Florida 32810-6101
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Sheet 5 of 45

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

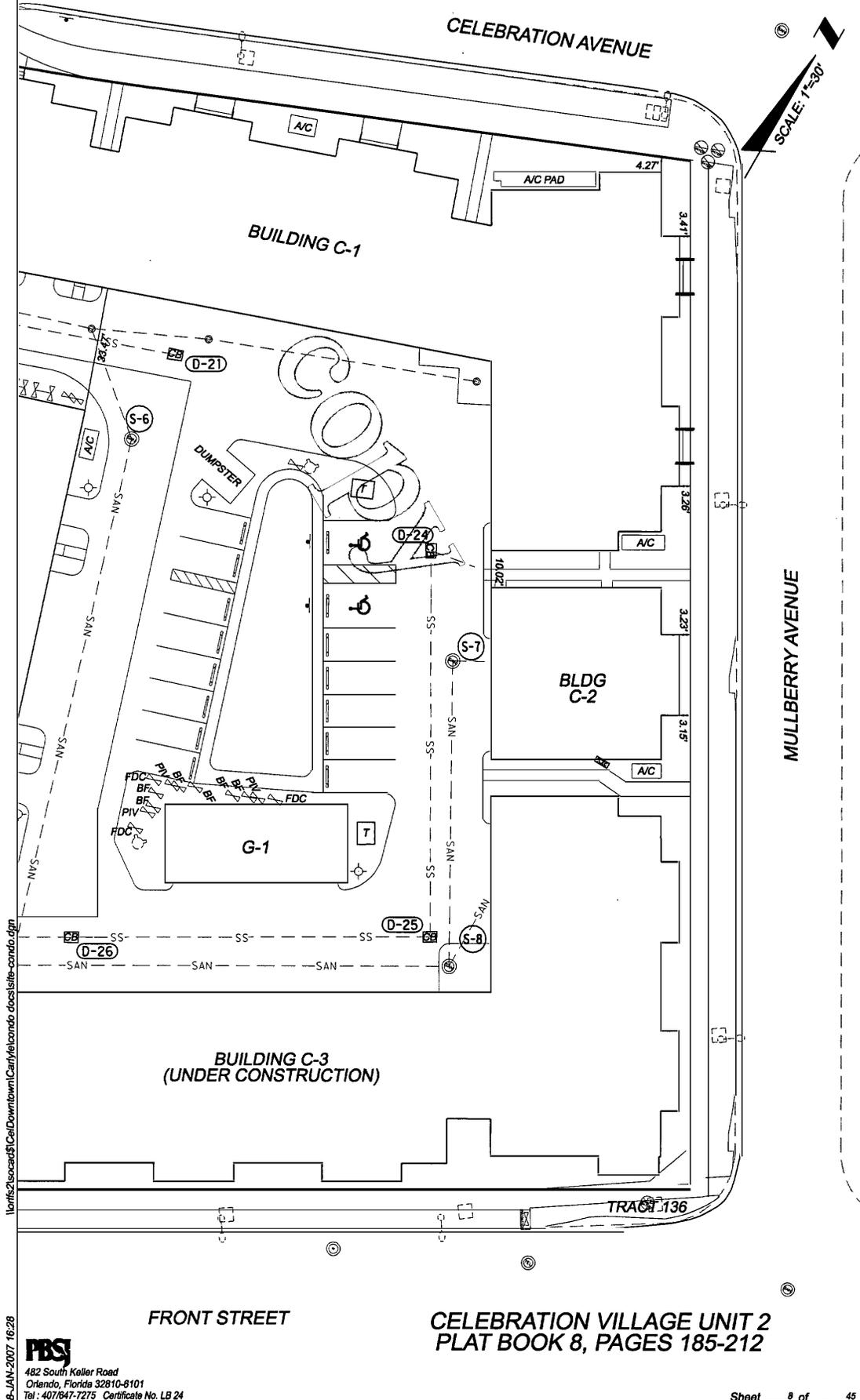


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 Orlando, Florida 32810-8101
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CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212

Sheet 7 of 45

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



SCALE: 1"=30'

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 482 South Keller Road
 Orlando, Florida 32810-8101
 Tel: 407/847-7275 Certificate No. LB 24

CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212

Sheet 8 of 45

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SITE PLAN (NOTES)

NOTES:

1. Field Work was completed on October 27, 2006.
2. Building ties shown are As-Built locations to the outside of the concrete block walls at the foundation level.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C Units, A/C pads, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, Cooling Towers and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Buildings C-3 and C-5 are under construction and are not substantially complete as of the date shown in Note A above.

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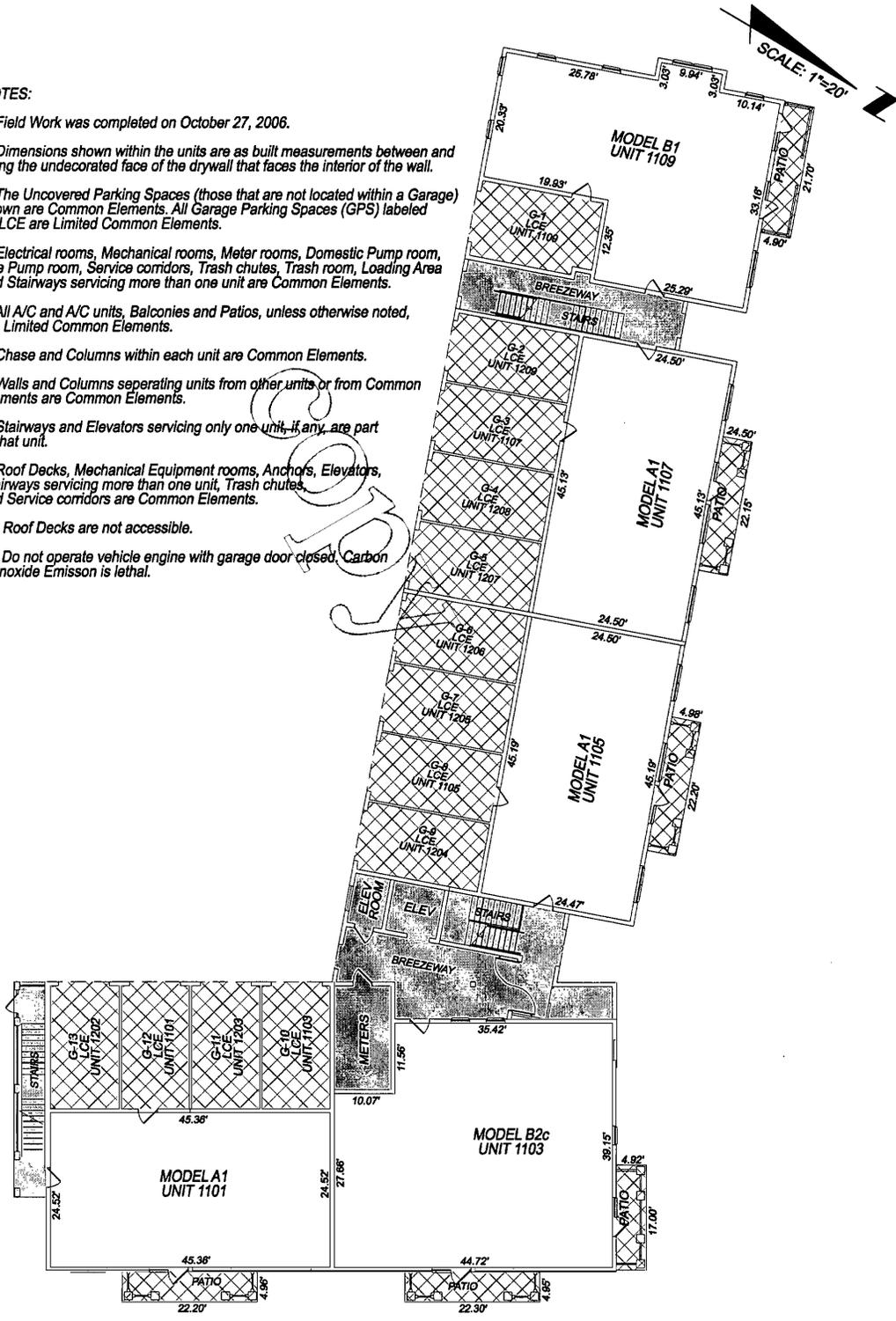
482 South Keller Road
Orlando, Florida 32810-8101
Tel : 407/647-7275 Certificate No. LB 24

Sheet 9 of 44

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-1, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



LEGEND

GPS	= GARAGE PARKING SPACES
LCE	= LIMITED COMMON ELEMENTS
ELEV	= ELEVATOR
MECH	= MECHANICAL ROOM
	= LIMITED COMMON ELEMENTS
	= COMMON ELEMENTS

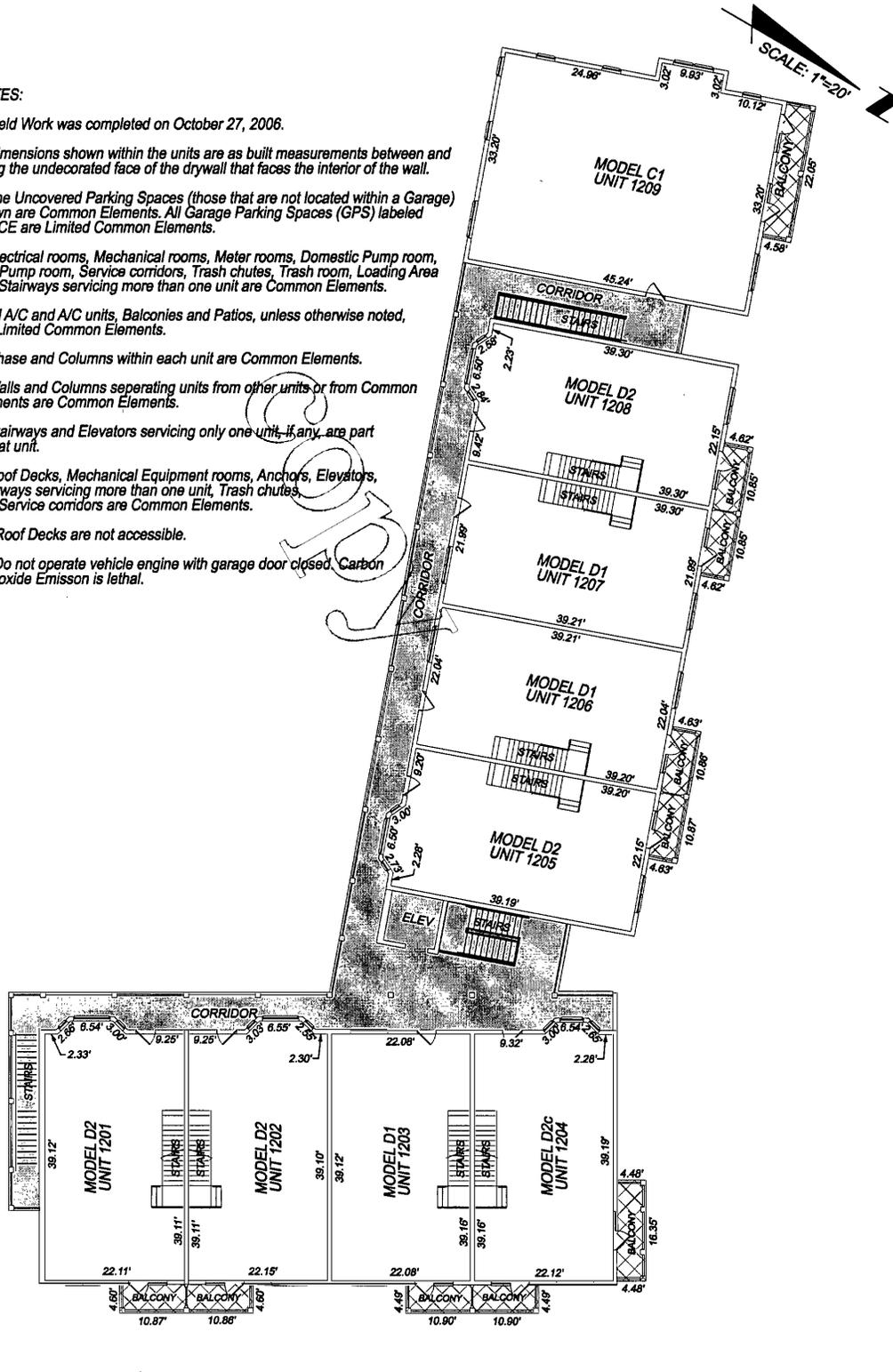
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482 South Keller Road
Orlando, Florida 32810-8101
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-1, 2ND FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



- LEGEND**
- GPS = GARAGE PARKING SPACES
 - LCE = LIMITED COMMON ELEMENTS
 - ELEV = ELEVATOR
 - MECH = MECHANICAL ROOM
 - [Cross-hatch symbol] = LIMITED COMMON ELEMENTS
 - [Grey fill symbol] = COMMON ELEMENTS

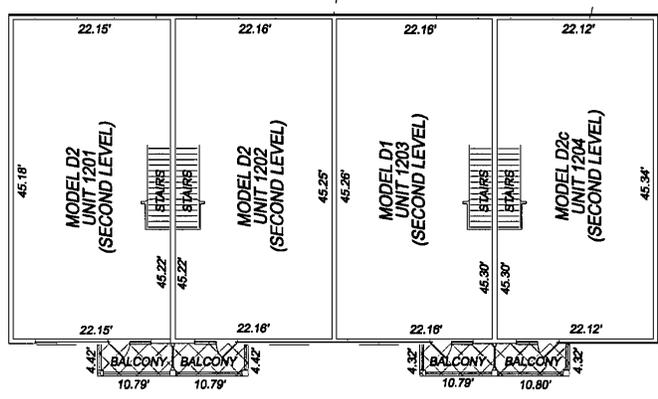
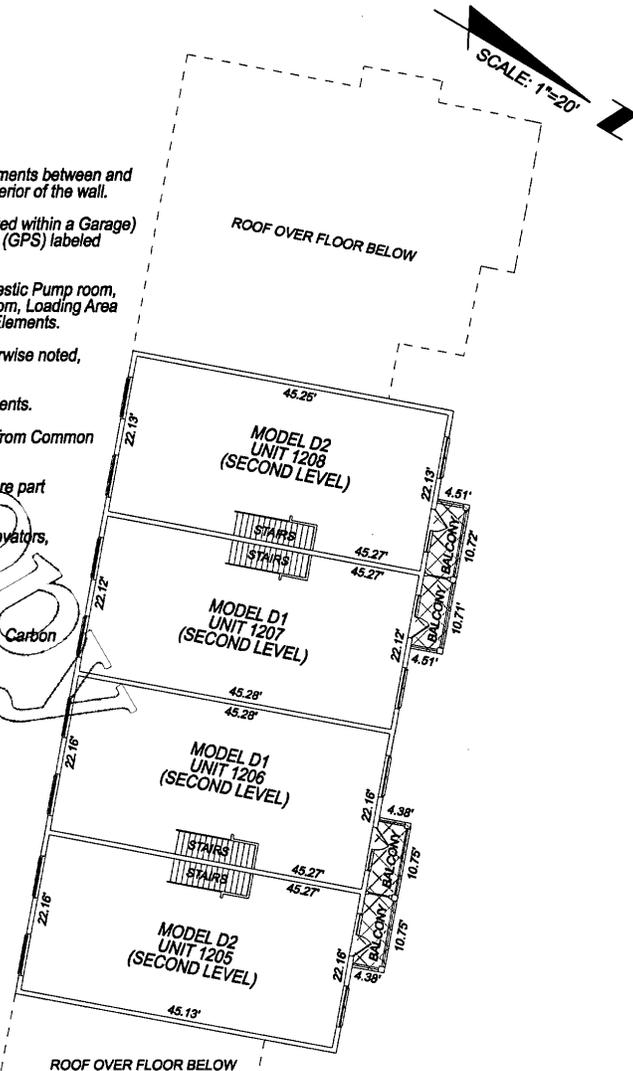
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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-1, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



- LEGEND**
- GPS = GARAGE PARKING SPACES
 - LCE = LIMITED COMMON ELEMENTS
 - ELEV = ELEVATOR
 - MECH = MECHANICAL ROOM
 - [Hatched Box] = LIMITED COMMON ELEMENTS
 - [Solid Box] = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-1, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DETAIL B ▲ DETAIL A



DETAIL A



DETAIL B

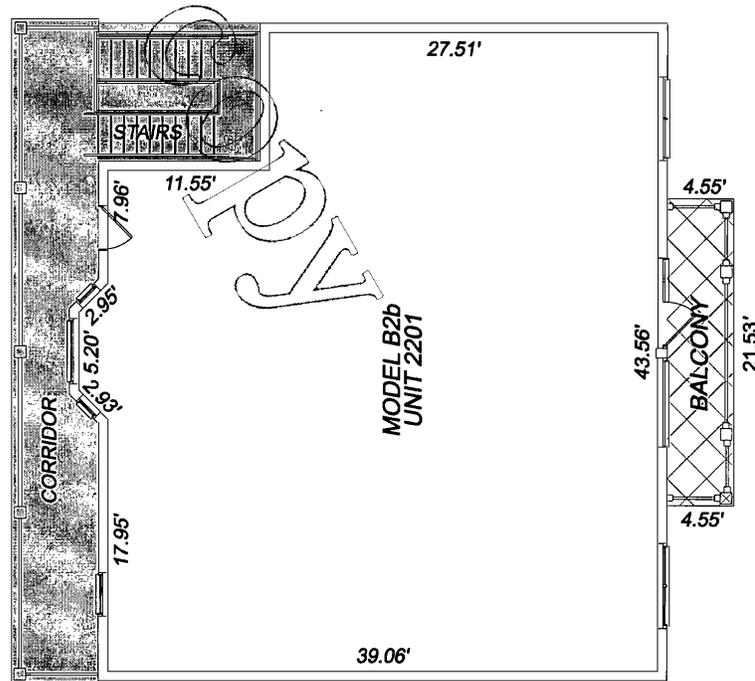
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 482 South Keller Road
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Sheet 13 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-2, 2ND FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

LEGEND

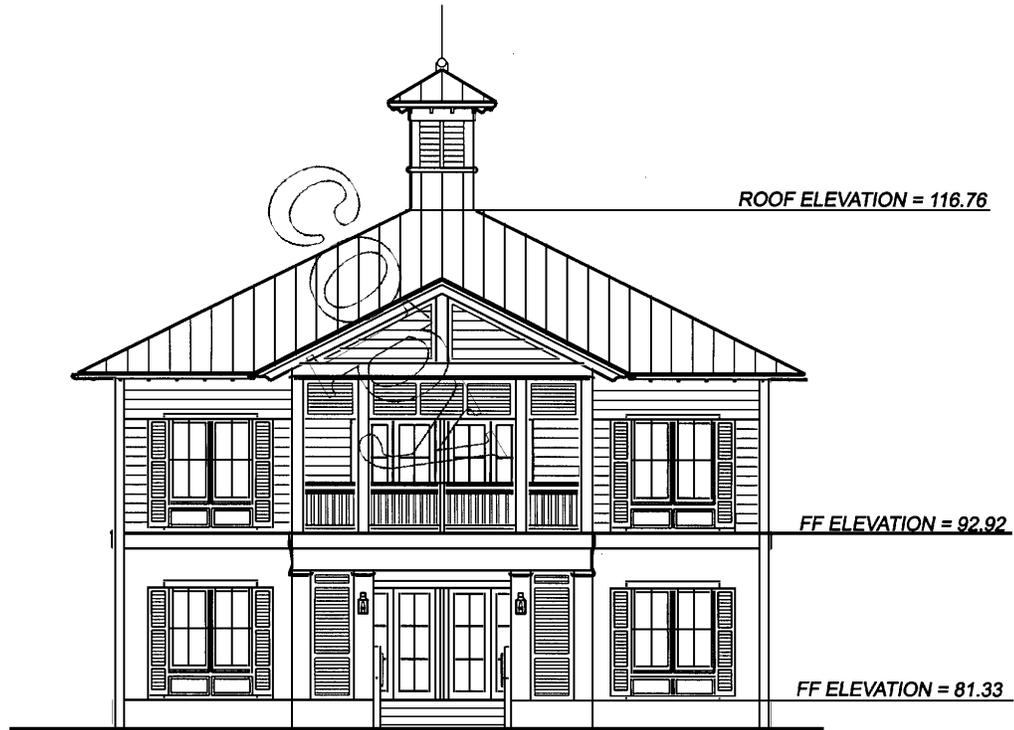
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-2, ELEVATIONS
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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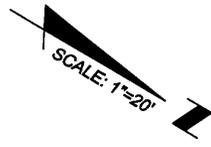
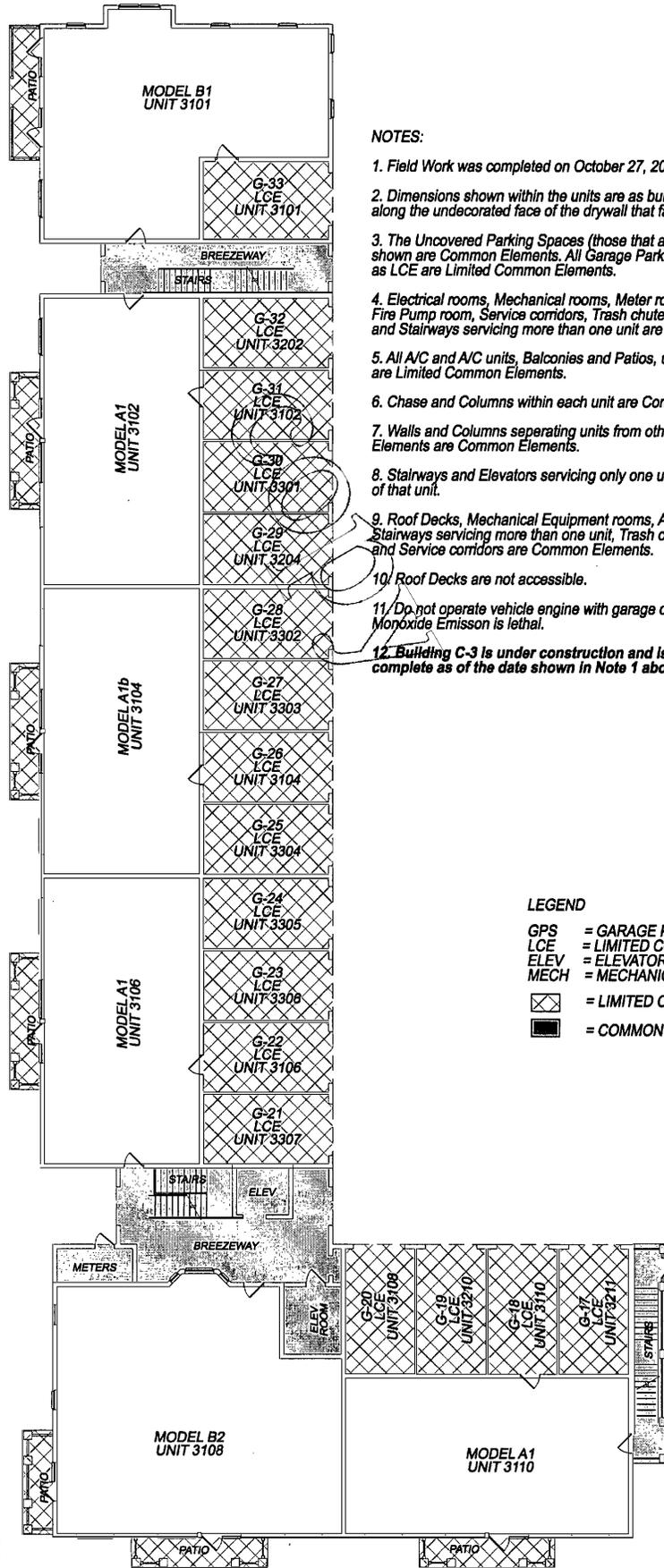
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482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Sheet 16 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-3 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

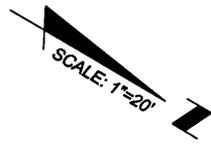
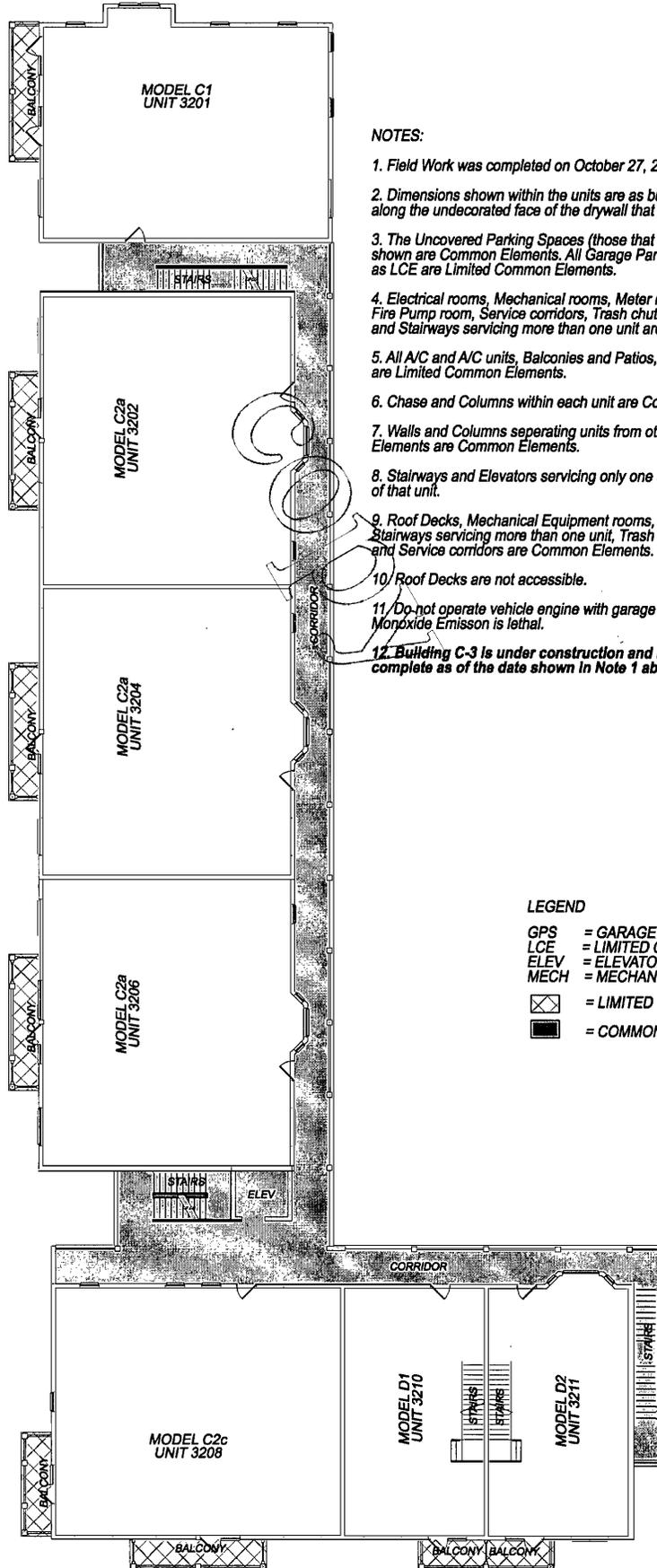
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- = LIMITED COMMON ELEMENTS
- = COMMON ELEMENTS

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Orlando, Florida 32810-8101
Tel : 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 2ND FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-3 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

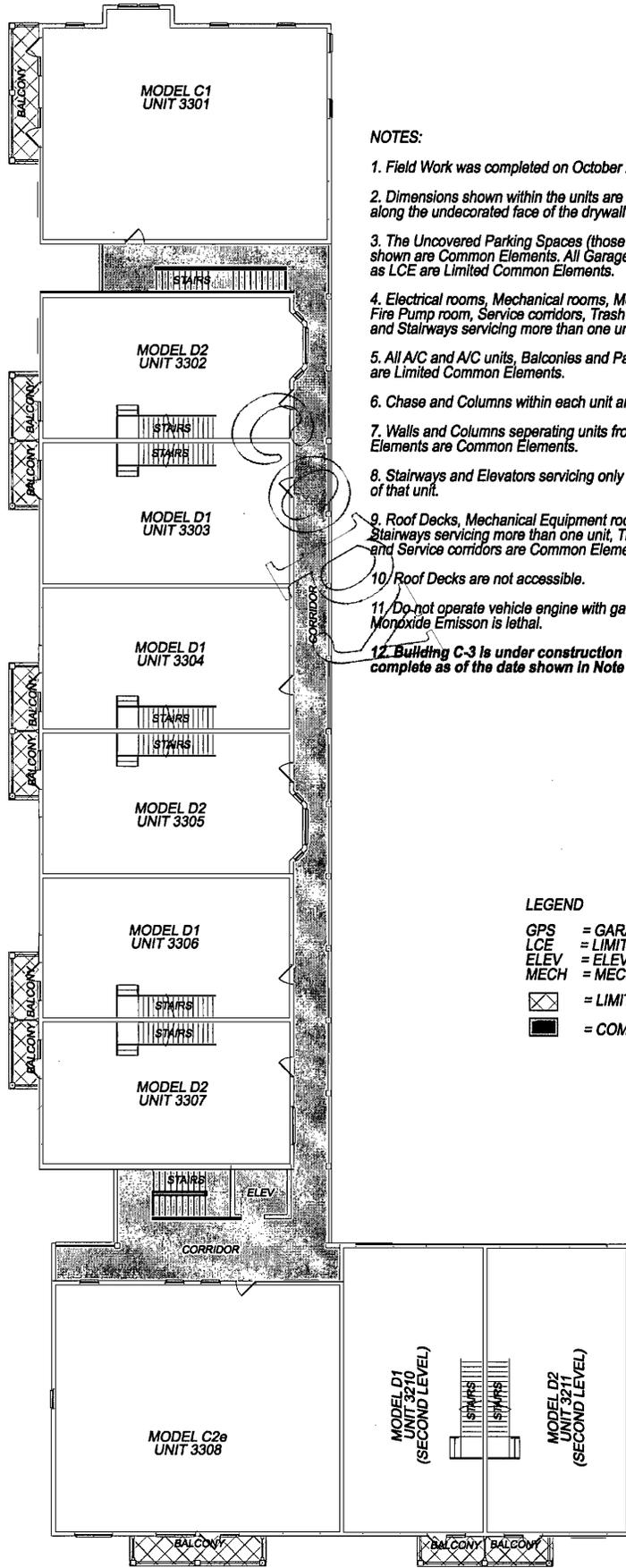
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- = LIMITED COMMON ELEMENTS
- = COMMON ELEMENTS

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482 South Keller Road
Orlando, Florida 32810-8101
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-3 is under construction and is not substantially complete as of the date shown in Note 1 above.

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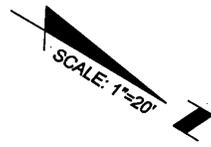
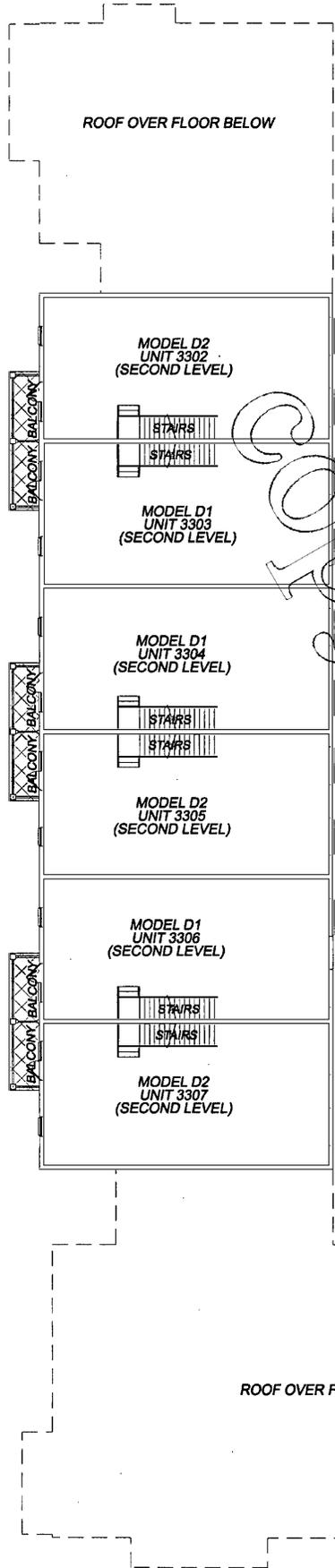
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 4TH FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-3 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, ELEVATIONS
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



THIS BUILDING IS UNDER CONSTRUCTION AND
NOT SUBSTANTIALLY COMPLETE.

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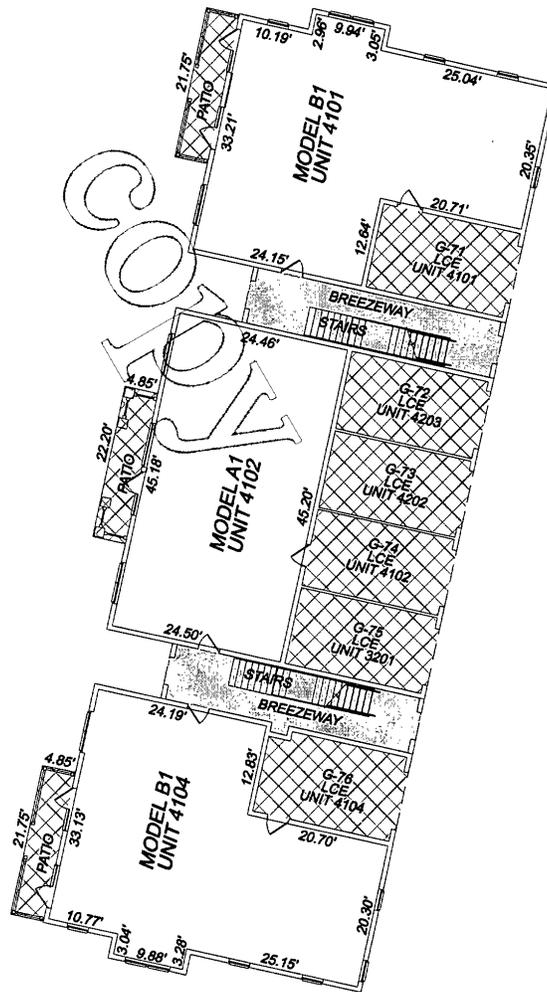
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/847-7275 Certificate No. LB 24

Sheet 21 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-4, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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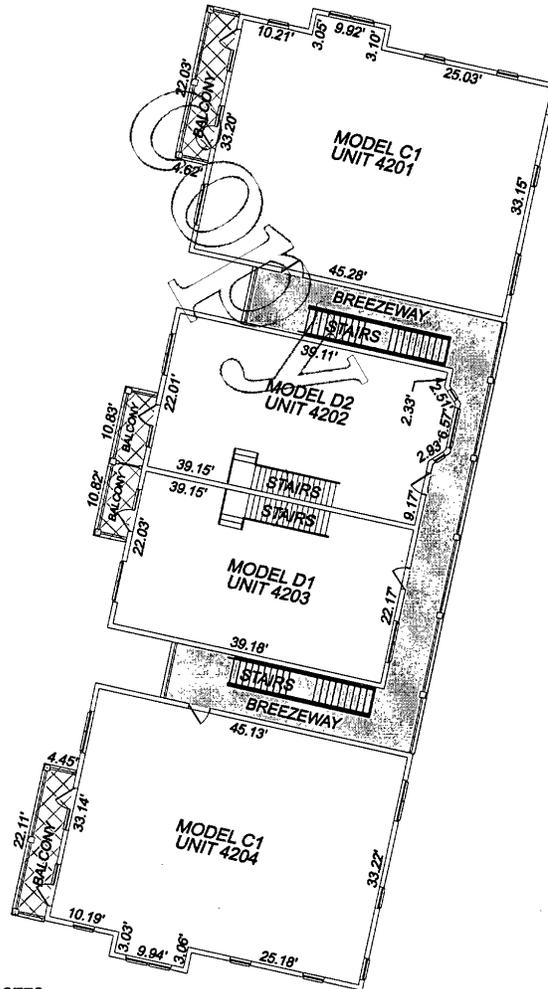
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482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-4, 2ND FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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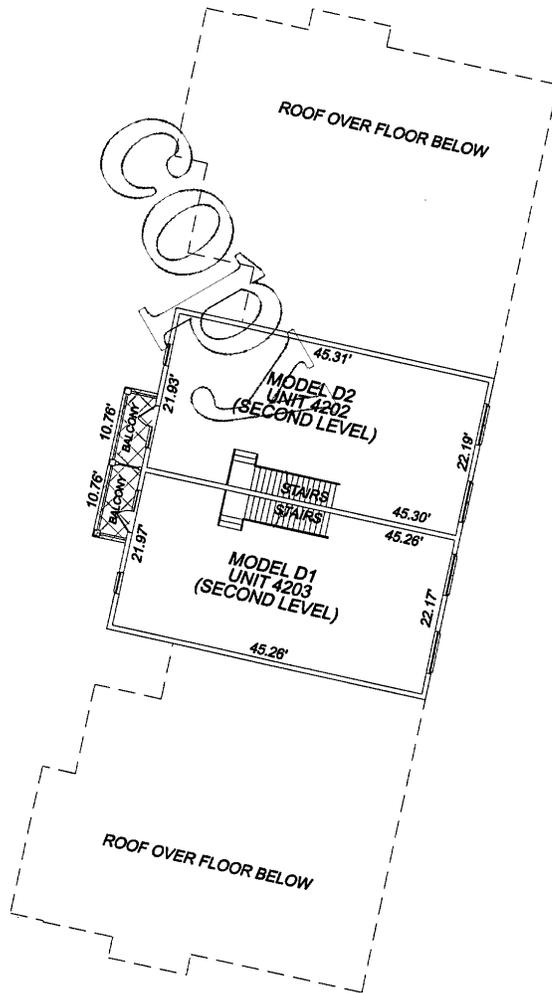
482 South Keller Road
 Orlando, Florida 32810-6101
 Tel : 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-4, 3RD FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-4, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DETAIL B ▲ DETAIL A



ROOF ELEVATION = 127.98



FF ELEVATION = 115.14

FF ELEVATION = 104.49

FF ELEVATION = 92.93

FF ELEVATION = 93.03

FF ELEVATION = 81.33

FF ELEVATION = 81.33

DETAIL A



ROOF ELEVATION = 127.98

FF ELEVATION = 114.96

FF ELEVATION = 104.49

FF ELEVATION = 93.03

FF ELEVATION = 92.93

FF ELEVATION = 81.33

FF ELEVATION = 81.33

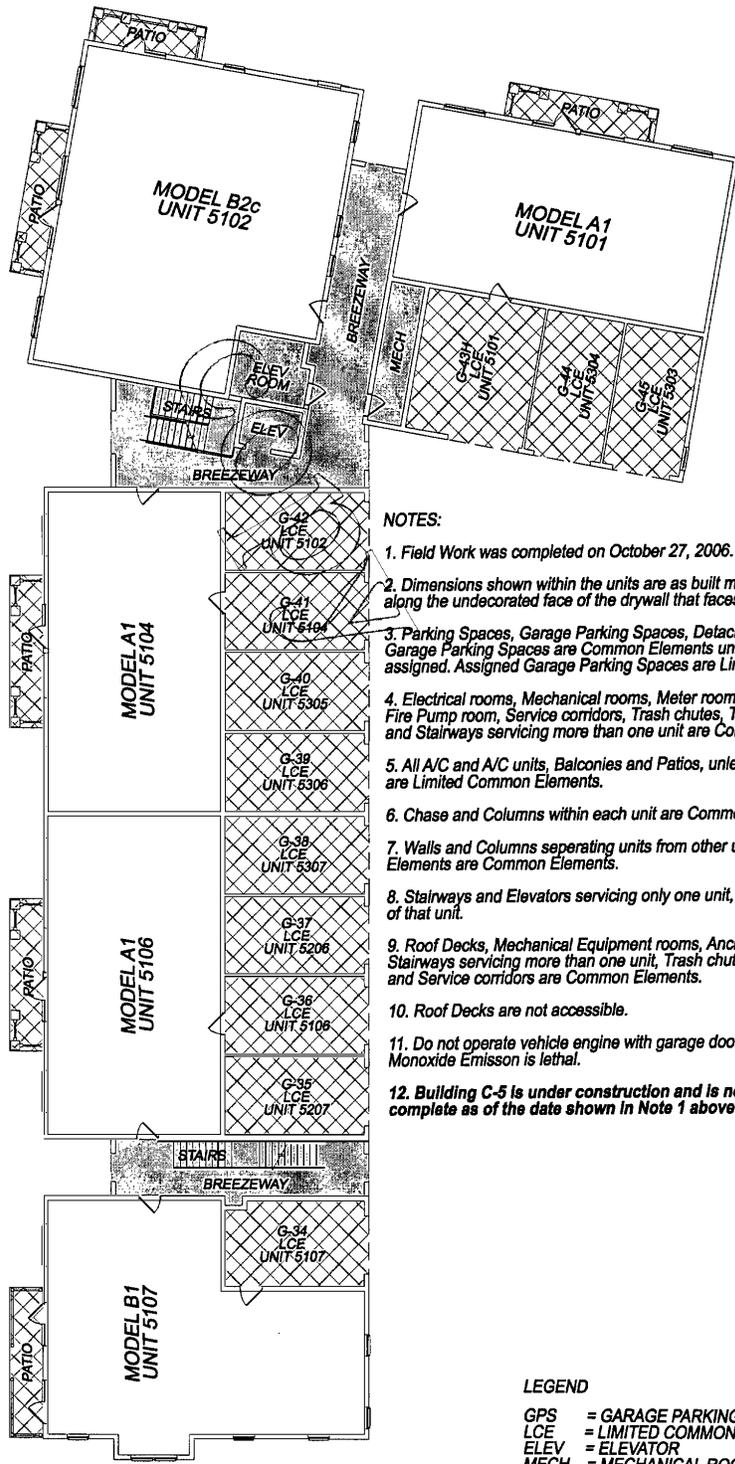
DETAIL B

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Sheet 25 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 1ST FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



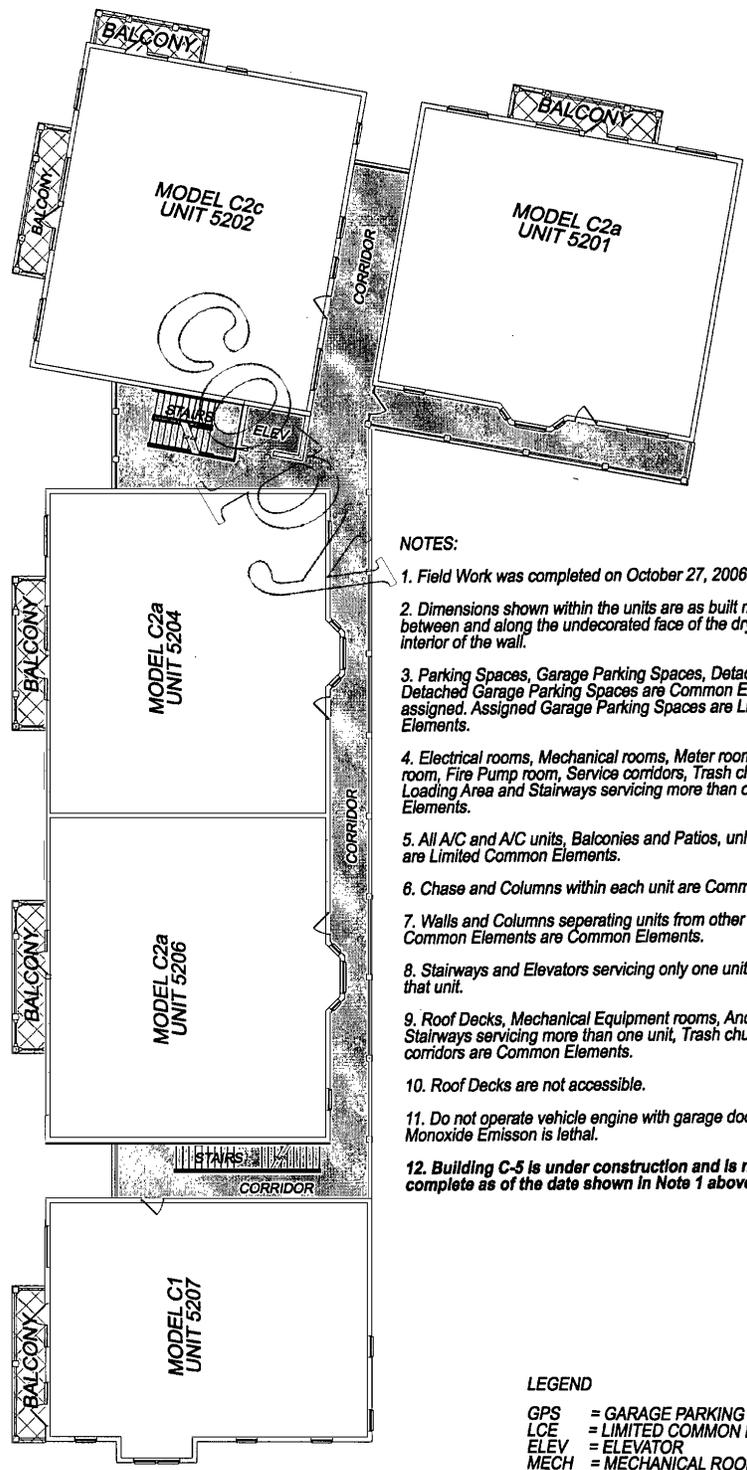
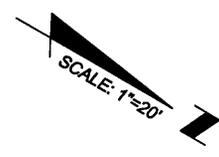
- NOTES:**
1. Field Work was completed on October 27, 2006.
 2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
 3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
 4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
 5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
 6. Chase and Columns within each unit are Common Elements.
 7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
 8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
 9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
 10. Roof Decks are not accessible.
 11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
 12. Building C-5 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

GPS	= GARAGE PARKING SPACES
LCE	= LIMITED COMMON ELEMENTS
ELEV	= ELEVATOR
MECH	= MECHANICAL ROOM
	= LIMITED COMMON ELEMENTS
	= COMMON ELEMENTS

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 2ND FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



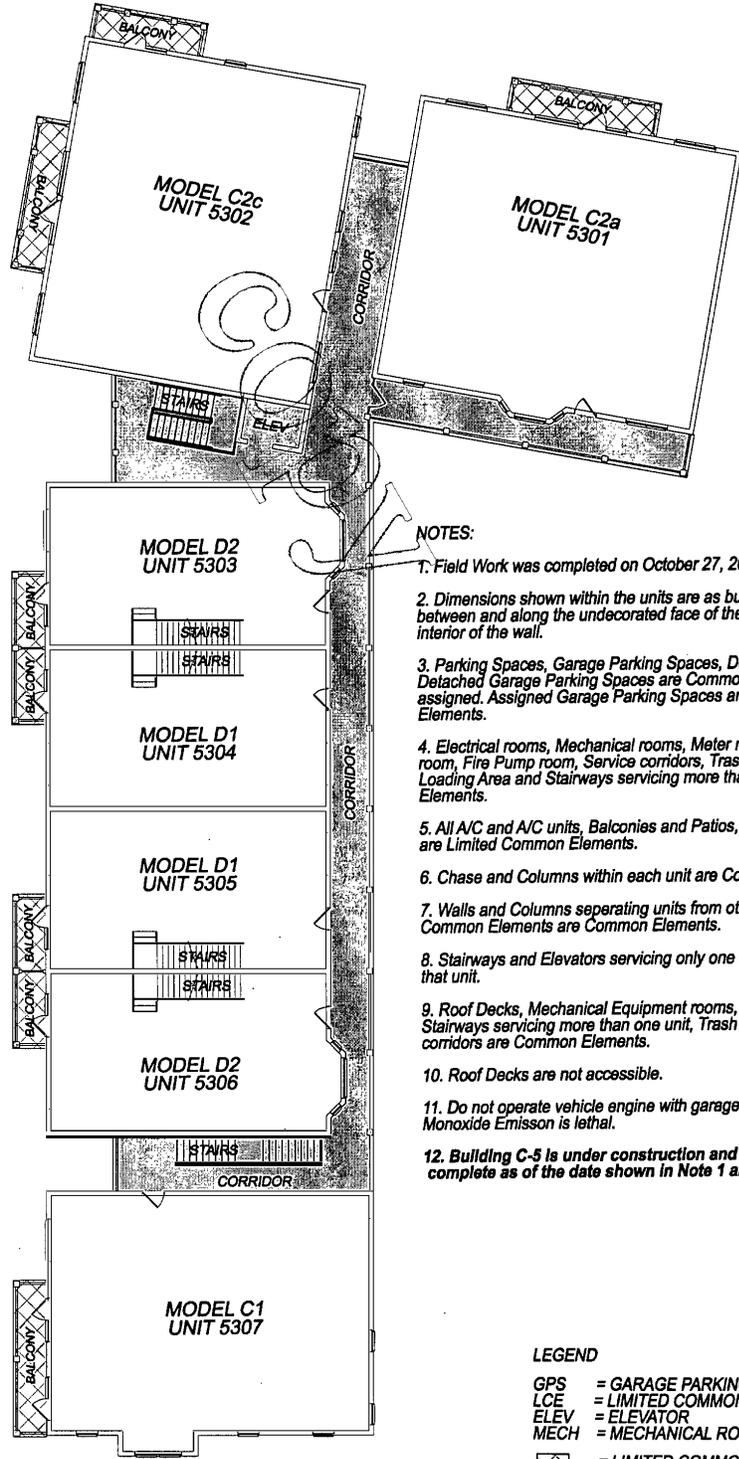
- NOTES:**
1. Field Work was completed on October 27, 2006.
 2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
 3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
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 9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
 10. Roof Decks are not accessible.
 11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
 12. Building C-5 is under construction and is not substantially complete as of the date shown in Note 1 above.

- LEGEND**
- GPS = GARAGE PARKING SPACES
 - LCE = LIMITED COMMON ELEMENTS
 - ELEV = ELEVATOR
 - MECH = MECHANICAL ROOM
 - ⊗ = LIMITED COMMON ELEMENTS
 - = COMMON ELEMENTS

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-5, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
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9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-5 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

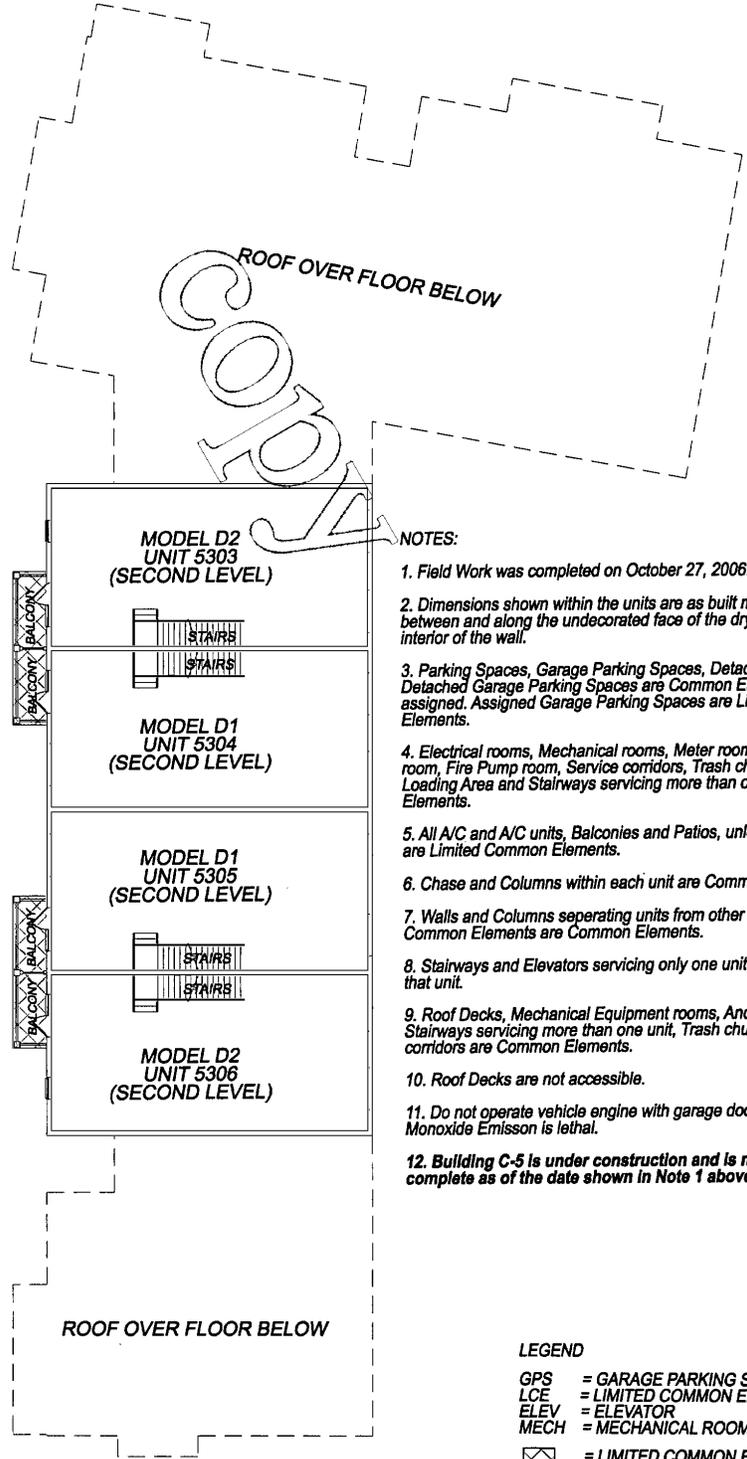
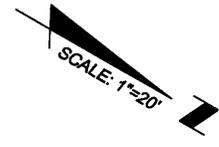
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- = LIMITED COMMON ELEMENTS
- = COMMON ELEMENTS

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Orlando, Florida 32810-6101
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 4TH FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
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9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-5 is under construction and is not substantially complete as of the date shown in Note 1 above.

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- = LIMITED COMMON ELEMENTS
- = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



THIS BUILDING IS UNDER CONSTRUCTION AND
 NOT SUBSTANTIALLY COMPLETE.

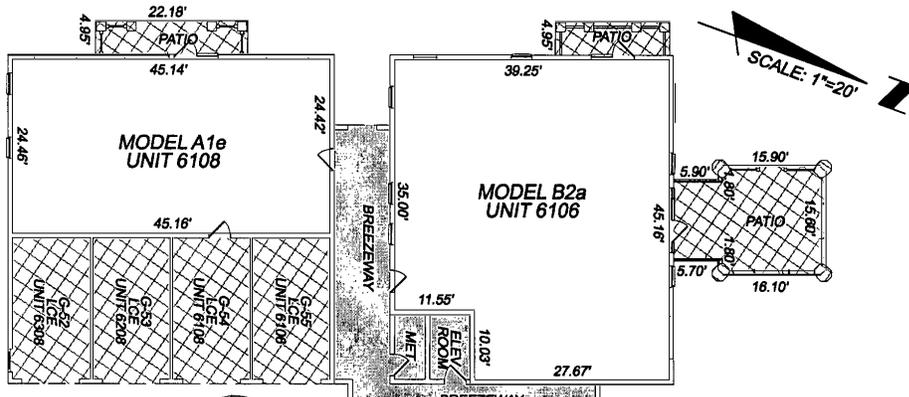
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 Orlando, Florida 32810-6101
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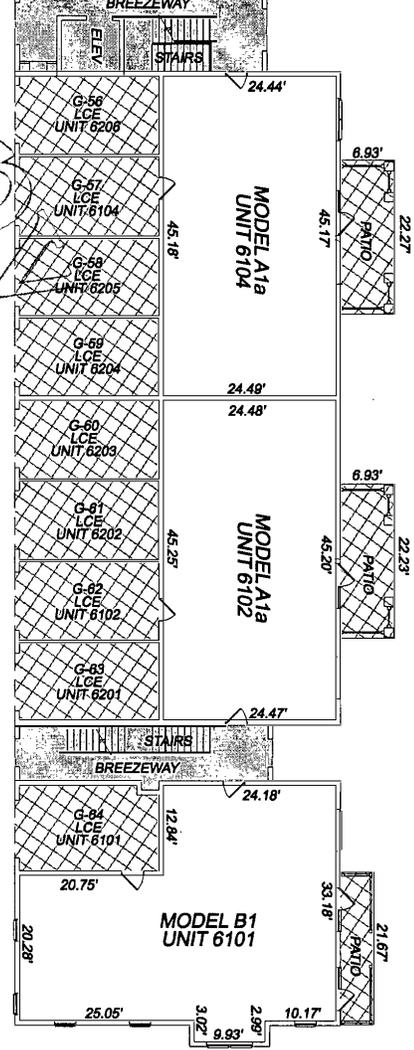
Sheet 30 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-6, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
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6. Chase and Columns within each unit are Common Elements.
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8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



LEGEND

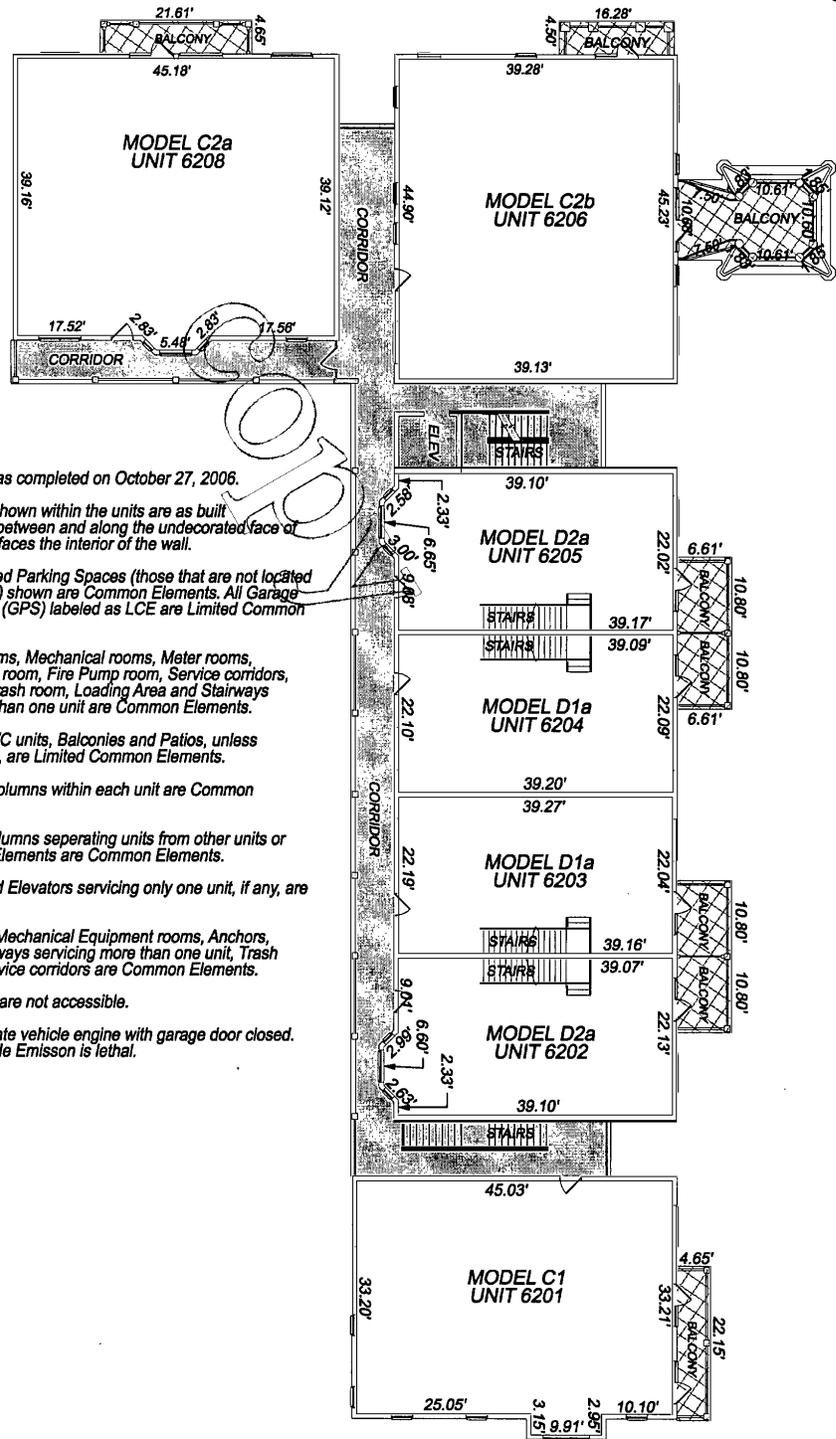
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Hatched Box] = LIMITED COMMON ELEMENTS
- [Solid Box] = COMMON ELEMENTS

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-6, 2ND FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
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9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

LEGEND

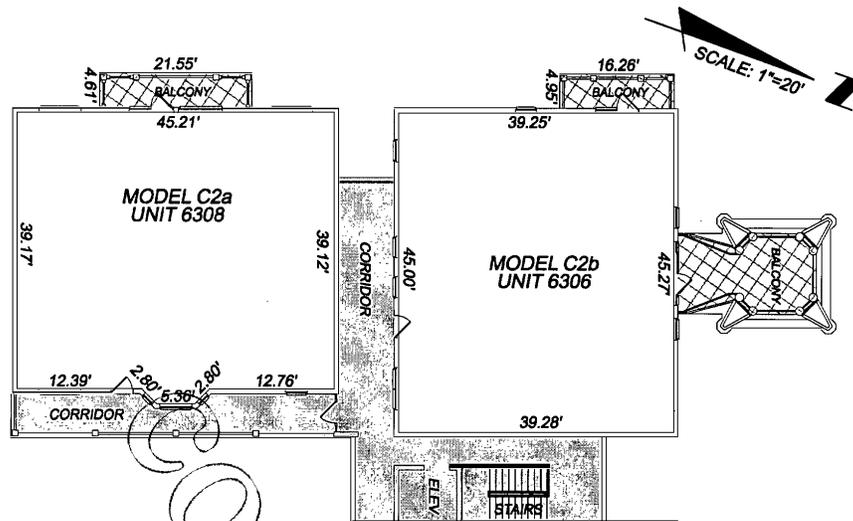
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Cross-hatched box] = LIMITED COMMON ELEMENTS
- [Solid black box] = COMMON ELEMENTS

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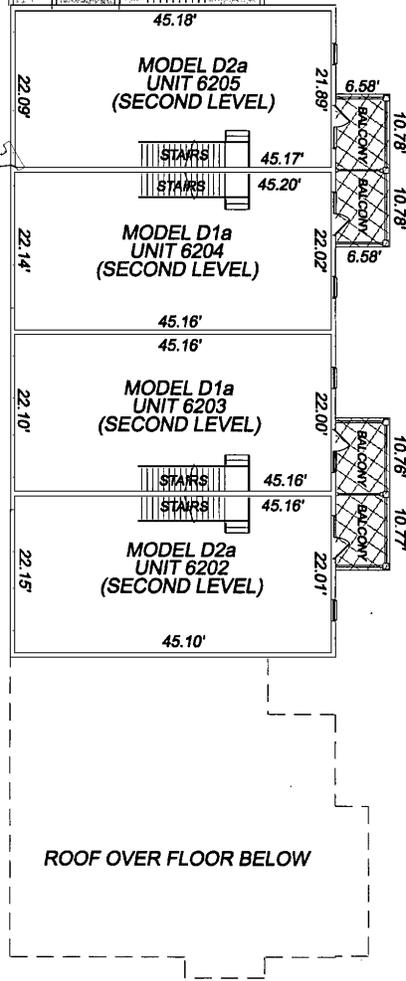
**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-6, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



SCALE: 1"=20'

NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
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10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



ROOF OVER FLOOR BELOW

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Hatched Box] = LIMITED COMMON ELEMENTS
- [Solid Black Box] = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-6, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DETAIL B ▲ DETAIL A



DETAIL A



DETAIL B

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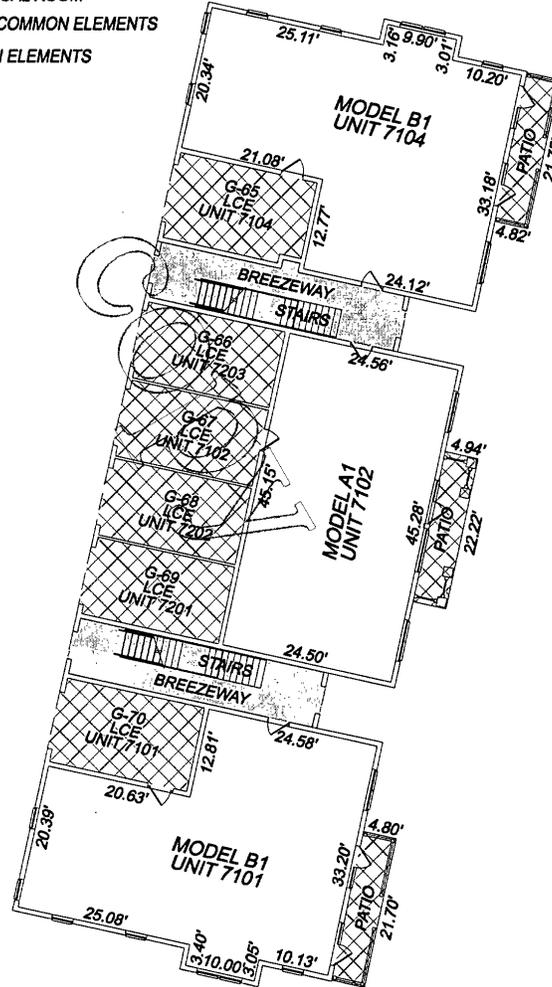
PBS
 482 South Keller Road
 Orlando, Florida 32810-6101
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Sheet 34 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-7, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
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5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
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7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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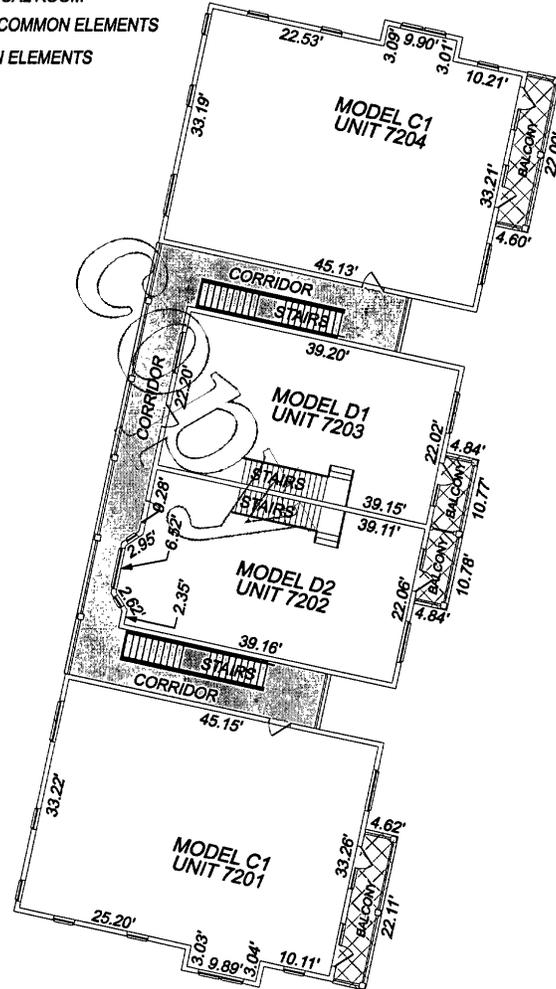
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-7, 2ND FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

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10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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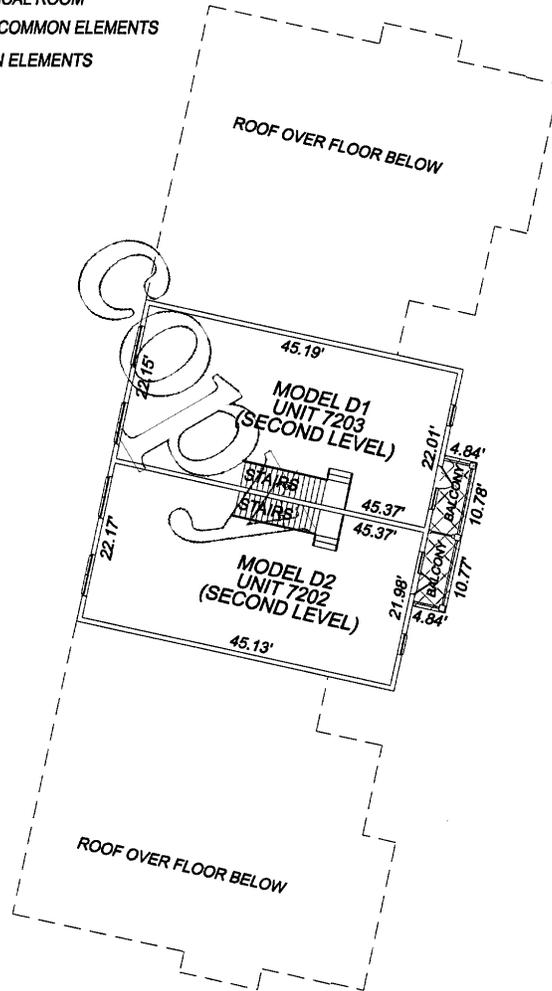
18-JAN-2007 16:30

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Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-7, 3RD FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

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10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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18-JAN-2007 16:30

PBS
 482 South Keller Road
 Orlando, Florida 32810-8101
 Tel: 407/647-7275 Certificate No. LB 24

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-7, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DETAIL B ▲ DETAIL A



ROOF ELEVATION = 128.29

FF ELEVATION = 104.76

FF ELEVATION = 93.15

FF ELEVATION = 81.39

ROOF ELEVATION = 114.65

FF ELEVATION 93.00

FF ELEVATION = 81.39

DETAIL A



ROOF ELEVATION = 128.29

ROOF ELEVATION = 115.11

FF ELEVATION = 104.76

FF ELEVATION = 93.03

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FF ELEVATION = 81.39

FF ELEVATION = 81.39

DETAIL B

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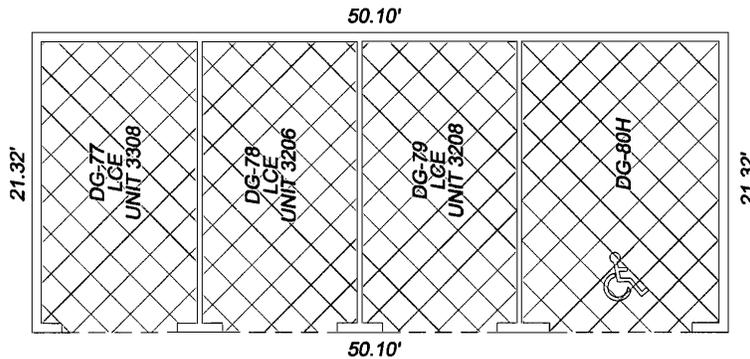
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 482 South Keller Road
 Orlando, Florida 32810-8101
 Tel : 407/647-7275 Certificate No. LB 24

Sheet 38 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 GARAGE G-1, 1ST FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

NOTES:

1. Field Work was completed on October 27, 2006.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating Units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators serving only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



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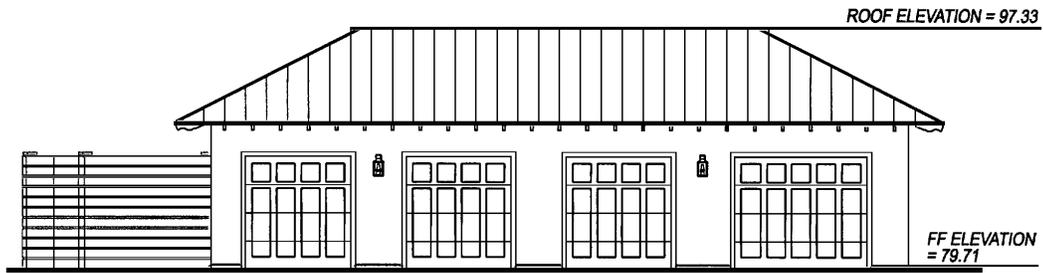
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- = LIMITED COMMON ELEMENTS
- = COMMON ELEMENTS

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 482 South Keller Road
 Orlando, Florida 32810-6101
 Tel : 407/647-7275 Certificate No. LB 24

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
GARAGE G-1, ELEVATIONS
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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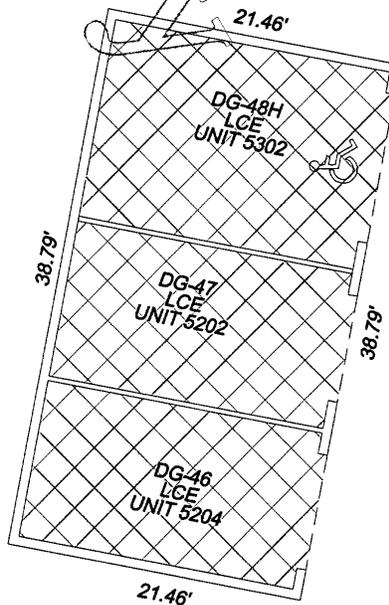
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Sheet 40 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
GARAGE G-2, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

NOTES:

1. Field Work was completed on October 27, 2006.
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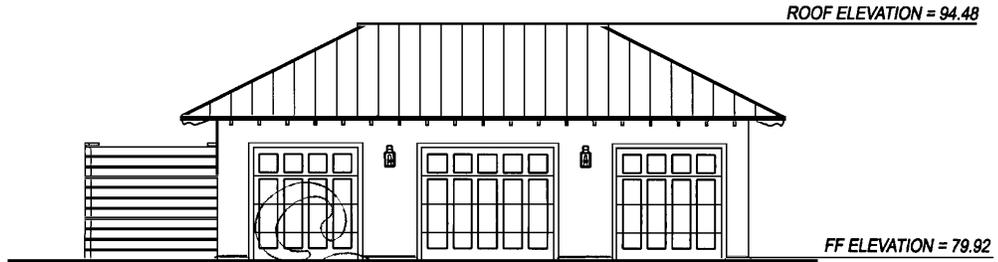
- GPS = GARAGE PARKING SPACES
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- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS

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Orlando, Florida 32810-8101
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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
GARAGE G-2, ELEVATIONS
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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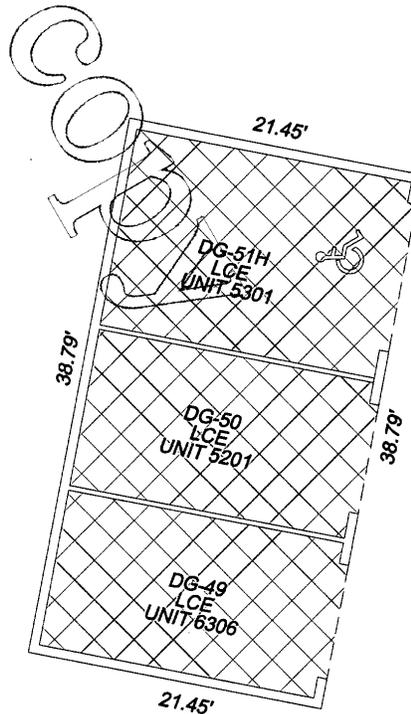
Sheet 42 of 45

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 GARAGE G-3, 1ST FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



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- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS



NOTES:

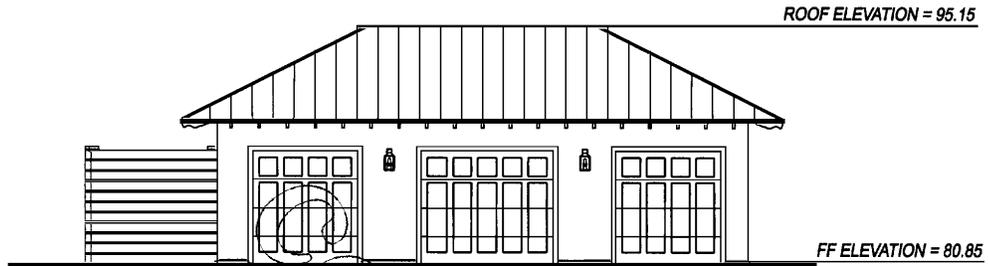
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 482 South Keller Road
 Orlando, Florida 32810-6101
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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
GARAGE G-3, ELEVATIONS
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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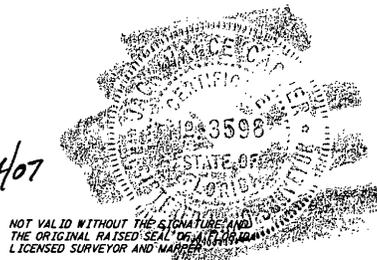
Sheet 44 of 45

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SURVEYOR'S CERTIFICATION

SURVEYOR'S CERTIFICATION

The undersigned hereby certifies that I am a Professional Surveyor and Mapper, duly authorized to practice in the State of Florida, and that the improvements constituting Units 1101, 1103, 1105, 1107, 1109, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, and 1209, constituting all of the Units located in Building C-1, and Units 2101 and 2201, constituting all of the Units located in Building C-2, and Units 4101, 4102, 4104, 4201, 4202, 4203, and 4204, constituting all of the Units located in Building C-4, and 6101, 6102, 6104, 6106, 6108, 6201, 6202, 6203, 6204, 6205, 6206, 6208, 6306, and 6308, constituting all of the Units located in Building C-6, and 7101, 7102, 7104, 7201, 7202, 7203, and 7204, constituting all of the Units located in Building C-7 in CARLYLE RESIDENCES AT CELEBRATION, a Condominium, are substantially complete such that this Exhibit "B", pages 1 through 45 inclusive, all of which are annexed and expressly made a part of the Declaration of Condominium of CARLYLE RESIDENCES AT CELEBRATION, a Condominium, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials; and that all planned improvements serving said Building C-1, C-2, C-4, C-6, and C-7, including but not limited to, landscaping, utility services, and access to said Units and Common Element facilities serving said Buildings have been substantially completed.


J. VANCE CARPER JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3598



NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Exhibit "C"

Unit Owners' Percentage Interest of Common Elements and
Common Surplus and Sharing of Common Expenses

<u>Building C-1</u>	<u>Unit #</u>	<u>Percentage Interest</u>
	1109	0.0121951
	1107	0.0121951
	1105	0.0121951
	1103	0.0121951
	1101	0.0121951
	1209	0.0121951
	1208	0.0121951
	1207	0.0121951
	1206	0.0121951
	1205	0.0121951
	1204	0.0121951
	1203	0.0121951
	1202	0.0121951
	1201	0.0121951
<u>Building C-2</u>	2101	0.0121951
	2201	
<u>Building C-3</u>	3101	0.0121951
	3102	0.0121951
	3104	0.0121951
	3106	0.0121951
	3108	0.0121951
	3110	0.0121951
	3201	0.0121951
	3202	0.0121951
	3204	0.0121951
	3206	0.0121951
	3208	0.0121951
	3210	0.0121951
	3211	0.0121951
	3301	0.0121951
	3302	0.0121951
	3303	0.0121951
	3304	0.0121951
	3305	0.0121951
	3306	0.0121951
	3307	0.0121951
	3308	0.0121951
<u>Building C-4</u>	4101	0.0121951
	4102	0.0121951
	4104	0.0121951
	4201	0.0121951
	4202	0.0121951
	4203	0.0121951
	4204	0.0121951
<u>Building C-5</u>	5107	0.0121951
	5106	0.0121951
	5104	0.0121951
	5102	0.0121951
	5101	0.0121951
	5207	0.0121951

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	5206	0.0121951
	5204	0.0121951
	5202	0.0121951
	5201	0.0121951
	5307	0.0121951
	5306	0.0121951
	5305	0.0121951
	5304	0.0121951
	5303	0.0121951
	5302	0.0121951
	5301	0.0121951
<u>Building C-6</u>	6101	0.0121951
	6102	0.0121951
	6104	0.0121951
	6106	0.0121951
	6108	0.0121951
	6201	0.0121951
	6202	0.0121951
	6203	0.0121951
	6204	0.0121951
	6205	0.0121951
	6206	0.0121951
	6208	0.0121951
	6306	0.0121951
	6308	0.0121951
<u>Building C-7</u>	7101	0.0121951
	7102	0.0121951
	7104	0.0121951
	7201	0.0121951
	7202	0.0121951
	7203	0.0121951
	7204	<u>0.0121951</u>
TOTAL		100%

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Exhibit "D"

BY-LAWS OF

**CARLYLE RESIDENCES AT CELEBRATION
CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of **CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose set forth in its Articles of Incorporation.
 - 1.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium of Carlyle Residences at Celebration, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of April following the year in which the Declaration is filed, at such time, place and date as the Board shall determine.
 - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from forty (40%) percent of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act, including, but not limited to, the following: (i) a special meeting of the Unit Owners for purposes of recalling a member or members of the Board of Directors, in accordance with Section 718.112(2)(j) of the Act; and (ii) such special meeting of Unit Owners as set forth in Article 9 of these By-Laws.
 - 3.3 Notice of Meeting; Waiver of Notice.
 - (a) Electronic transmission means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples include, without limitation, facsimile transmission of images, and text that is sent via electronic mail between computers.

In all situations where notice is given to either the Association or to Unit Owners delivery of such notice shall be deemed to include delivery by electronic transmission, except that electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part of a recall of Board Members.

- (b) Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the date of the annual meeting. The notice of the annual meeting shall also be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

In lieu of or in addition to the physical posting of notice of any meeting of the board of administration or the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television serving the Condominium Association. The notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, the Manager or other person providing notice of the meeting, shall provide an affidavit, or United States Postal Service Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d)2 of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

Notwithstanding anything to the contrary contained herein, if a scheduled meeting is for the purpose of electing a member or members of the Board of Directors of the Association, the Association shall, not less than 60 days before the scheduled elections, mail or deliver to each owner entitled to vote, a first notice of the date of the election, and the Association shall also mail or deliver a second notice of the date of the election not less than 14 days prior to the election.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33-1/3% of the votes of members entitled to vote.

3.5 Voting.

- (a) Number of Votes. The Owners of Units shall be entitled to cast one vote for each Unit. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the voting interests ("Voting Interests") present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.
- (c) Voting Member. An Owner or Owners of a single Unit, shall collectively be entitled to one (1) vote which vote shall be cast by the Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the Managing Member. The person designated in any such certificate shall be known as the Voting Member and such person need not be a Unit Owner. If, for a Unit owned by more than one person, by a corporation or a partnership, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the

election of Board members, either in general elections or elections to fill vacancies caused by resignation, or otherwise.

Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form and manner adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirement other than the financial report for the preceding fiscal year and any other financial reporting requirements under Section 718.111(13) of the Act; for votes taken to amend the Condominium documents; and any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members provided, however, that Unit Owners other than the Developer may vote in person or by limited proxy, to fill a vacancy on the board caused by recall of a board member elected by Unit Owners other than the Developer. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Ballots not yet cast shall be collected;
 - (b) Call to order by President;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - (d) Appointment of inspectors of election;
 - (e) Counting of ballots for Election of Directors;
 - (f) Proof of notice of the meeting or waiver of notice;
 - (g) Reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book, or other alternate media as may be allowed by law, available for inspection by Unit Owners or their authorized representatives and Board members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. During Developer control, however, no notice is required to take action without a meeting.

3.11 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 24 hours prior to the scheduled time for announcement of the meeting, written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of either three (3) or five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. A membership vote to change the number of directors shall be taken at a Special Membership meeting to be called for that purpose, said meeting to be held at least ninety (90) days prior to the Annual Meeting at which said change in the number of directors is to take effect. Directors (other than designees of the Developer) must be an officer, director, shareholder, manager, or member of such business entity, as applicable) and must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her

right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is or was ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

4.2 Election of Directors. Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual Members' meeting.
- (b) The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless so provided by law. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid, provided any Unit Owner who violates this provision may be fined by the Association in accordance with Florida Statute Section 718.303. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Directors.
- (c) Written notice of the scheduled election shall be mailed to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.
- (d) Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.
- (e) Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than 35 days before the election. The failure of the Association to mail or personally deliver a copy of a timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.
- (f) Not less than fourteen (14) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in

which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

- (g) The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.
- (h) Any envelopes containing ballots not prevalidated as provided in subsection 4.2(i) below shall be collected by the Association and shall be transported to the location of the election. Either the Board or persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(f) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(i) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.
- (i) The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Florida Statutes Section 718.112(2)(d)(3) and Rule 61B-23.001, Florida Administrative Code.
- (j) The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.

- (k) The provisions of this subsection 4.2(B) through 4.2(J), inclusive, are in accordance with Florida Statutes Section 718.112(2)(d)(3) and Rule 61B-23.0021, Florida Administrative Code. In the event such statute or rule is repealed, the Board shall determine the procedure for elections of directors. In the event said statute or rule is amended, these By-laws shall be deemed automatically amended to comply with any such changes.
- (l) The provisions of this subsection 4.2 may be amended by an affirmative vote of a majority of the total Voting Interests to provide for different voting and election procedures.
- (m) Notwithstanding anything contained herein to the contrary, an election is not necessary to fill any vacancy of the Board unless there are two (2) or more eligible candidates for that vacancy. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.
- (n) In accordance with Florida Statutes 718.112(2)(j), at any time after a majority of the Board is elected by Members other than the Developer of the Condominium, at any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of Voting Members casting not less than a majority of the total Voting Interests of the Association. If less than a majority of the existing Board is recalled at the meeting, no election or replacement Board members shall be conducted at the Unit Owner meeting as the existing Board may, in its discretion, fill these vacancies, subject to the provisions of Section 718.301, Florida Statutes, and applicable rules of the Florida Administrative Code, by the affirmative vote of the remaining Board members. In the alternative, if less than a majority of the existing board is recalled at the Unit Owner meeting, the Board may call and conduct an election which meets the requirements of Section 718.112(2)(d), Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code, to fill a vacancy or vacancies. In the event a majority or more of the existing Board is recalled at the meeting, an election governed by the provisions of Section 718.301, Florida Statutes, and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the board occurring as a result of recall. The Voting Interests may vote in person or by limited proxy to elect replacement board members in an amount equal to the number of recalled Board members.
- (o) If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.
- (p) Any director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a director of title to his Unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Board.

- (q) Until a majority of the directors are elected by the Members other than the Developer, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of all the voting interests at a special meeting of members called for that purpose, which meeting may be called by ten (10%) percent of the voting interests, giving notice of the meeting as required for a meeting of Unit Owners, and stating the purpose of the meeting, or by written agreement signed by a majority of the owners of all Units.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth below.

If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or proceed as described below.

If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for non-binding arbitration pursuant to the procedures in Florida Statutes Section 718.1255. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Florida Statutes Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in Section 4.2 herein. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division.

- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting. (See, subsection 4.16 below).
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Director, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Vacancies on the Board caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.16 hereinafter.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be noticed as provided in Section 4.7, or without further notice if so permitted by law.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, Unit Owners shall have the right to attend and the right to speak with reference to all

designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.

- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. For so long as the Developer is in control of the Association, special meetings of the Directors may be called by the Developer. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the Minutes.

Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners shall have the right to tape record or videotape the meetings of the Board of Administration, subject to the provisions of Subsection 3.11 herein and reasonable rules adopted by the Board.

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present

for purposes of quorum or as a vote for or against the action taken at the meeting. A board member may attend a meeting by telephone conference, and in such event, his or her presence by telephone conference may be counted toward obtaining a quorum, and (s)he may vote by telephone.

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 that Director 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.

- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Election of Chairman;
 - (b) Roll Call;
 - (c) Proof of due notice of meeting;
 - (d) Reading and disposal of any unapproved minutes;
 - (e) Reports of officers and committees;
 - (f) Election of officers;
 - (g) Unfinished business;
 - (h) New Business;
 - (i) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book, or other alternate media as allowable by law, available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.15 Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities, as the Board shall deem advisable, but in no event shall delegate their fiduciary duties and obligations.

Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in any one Condominium that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%)

percent or more of the Units to be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units in all Condominiums that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units in all Condominiums that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units in all Condominiums that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units in any one Condominium that will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion. Neither the Developer nor its appointees shall be liable in any manner in connection with its resignations from the Board of Directors at the time of turnover even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election for the members of the Board of Directors. The election shall proceed as hereinbefore provided for the election of Directors in paragraph 4.2. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for purposes of Paragraph 4.16(g) below only, not more than ninety (90) days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association which is held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.
- (e) Any rules and regulations which have been adopted.

- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards as defined by rule by the Florida Board of Accountancy, pursuant to Florida Statutes Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the developer was charged and paid the proper amount of assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or his agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses, of which the Developer has knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Condominium or Association property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy, which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.

- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending reasonable rules and regulations concerning the details of the operation and use of the Units and the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 14 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying reasonable fines against appropriate Unit Owners for violations by the Unit Owner(s), their occupants, licensee, or invitee of the Declaration, these By-Laws or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall

not exceed the aggregate maximum permitted under the Act (as it may be amended from time to time). No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).

- (n) Purchasing or leasing Units for use by resident licensed manager and other similar persons.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed three (3%) percent of the then current Operating Budget of the Association. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) Acquiring and conveying Common Elements for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).
- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (t) Imposing a reasonable fee in connection with the review and/or approval of the transfer, lease, sale or sublease of Units, and the delivery of any estoppel certificate requested in connection with such transaction, not to exceed the maximum amount permitted by law from time to time in any one case.

- (u) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

6. Officers.

- 6.1 Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
 - 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
 - 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
 - 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
 - 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
 - 6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board who need not be Directors nor Unit Owners.
 - 6.7 Developer Appointees. No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for

which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

- (a) Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000.00 or other amount, as provided in the Act, as amended from time to time. The amount of reserves 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. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. 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 majority vote at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable

rules governing the frequency, duration and manner of Unit Owner statements.

- (ii) Special Membership Meeting. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.
 - (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
 - (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of all voting interests.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended

at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 10.3 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the time and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.
- 10.4 Late Assessments. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a an administrative fee, in such amount as the Board may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).
- 10.5 Depository. The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Association's name. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Condominium operated by the Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Association shall commingle Association funds with his, her, its or another association's or entity's funds.
- 10.6 Acceleration of Installments Upon Default. As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable Unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the quarter (if the Assessments are made by monthly installments) and thereafter, if a claim of lien has been filed, the Assessments shall be accelerated for the balance of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien is filed.
- 10.7 Enforcement of Assessments. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent Unit Owner in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of

reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

10.8 Fidelity Insurance or Fidelity Bonds. Fidelity insurance or bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Act, or such greater amount as may be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.9 Financial Statements. The Board shall cause to be prepared financial statements either compiled, reviewed or audited, or a report of cash receipts and expenditures in lieu of financial statements, in accordance with Florida Statutes Section 718.111(13), as amended from time to time, and the rules promulgated thereto. Said financial statements or a report of cash receipts and expenditures shall, within ninety (90) days after the end of the fiscal year, be prepared and completed by the Association, or contracted for the preparation and completion of by the Association. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in these by-laws, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The financial statements shall be based upon the Association's total annual revenues, as follows:

1. If the Association has total annual revenues of \$100,000 or more, but less than \$200,000, it shall prepare compiled financial statements.

2. If the Association has total annual revenues of at least \$200,000, but less than \$400,000, it shall prepare reviewed financial statements.

3. If the Association has total annual revenues of \$400,000 or more it shall prepare audited financial statements.

An Association with total annual reserves of \$100,000 shall prepare a report of cash receipts and expenditures.

The Association may prepare or cause to be prepared, without a meeting of, or approval by the Unit Owners:

1. Compiled, reviewed, or audited financial statements, if the Association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the Association is required to prepare compiled financial statements; or

3. Audited financial statements if the Association is required to prepare reviewed financial statements.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared:

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to the Association when the Developer has not turned over control of the Association, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded. Thereafter, all Unit Owners except the Developer may vote on such issues until control is turned over to the Association by the Developer.

- 10.10 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (i.e., the last completed fiscal year), or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- e. Expenses for refuse collection and utility services;
- f. Expenses for landscaping;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses; and
- j. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

- 10.11 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

- 10.12 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all

purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

The Association shall also maintain the electronic mailing addresses and numbers designated by Unit Owners for receiving notice sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
13. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:
 - 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting of the membership at which a proposed amendment is to be considered.
 - 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Voting Interests of the Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be:
 - (a) by not less than a majority of the entire Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of all of the Voting Interests of the Association; or
 - (b) by not less than seventy-five (75%) percent of the votes of all Voting Interests of the Association.
 - 13.3 No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if 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 indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-laws. See By-law . . . for present text." Nonmaterial errors or omissions in the By-law process shall not invalidate any otherwise properly promulgated amendment.
 - 13.4 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
 - 13.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or

Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

14. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, amend, modify or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such amendments, modifications, or addition. Any such modification, amendment or addition need not be recorded in the Public Records of Ocala County, Florida in order to be effective, however, copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
15. Replacement of Developer-Appointed Director. In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.
16. Compliance and Default.
 - 16.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, By-laws, or the Act, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his Unit by certified mail. If such violation shall continue for a period of fifteen (15) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, By-laws, or the Act, and the Association shall then, at its option, have the following elections:
 - (a) To commence an action in equity to enforce performance on the part of the Unit Owner; or
 - (b) To commence an action at law to recover its damages; or
 - (c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
 - (d) To fine the Unit Owner, as set forth in Section 16.5 hereof.

Upon finding by a court that the Unit Owner was in violation of any of the provisions of the above mentioned documents, the Unit Owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by a Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter.

- 16.2 Negligence or Carelessness of an Owner. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall include misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific item.
- 16.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court, through and including the appellate level.
- 16.4 No Waiver of Rights. The failure of the Association or an Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 16.5 Fines. In addition to all other remedies of the Association, in the sole discretion of the Board of Directors a fine or fines may be imposed by the Association upon a Unit Owner and/or occupant for failure of a Unit Owner, his family, guests, tenants, invitees or occupants to comply with the Declaration, By-Laws, Articles and Rules and Regulations of the Association, all as amended from time, pursuant to the following procedure:

- (a) The Association shall send a written notice to the Unit Owner or the person against whom the fine is sought affording an opportunity for hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:
- i) A statement of the date, time and place of the hearing;
 - ii) A statement of the provisions of the Declaration, By-Laws, Articles or Rules and Regulations which have allegedly been violated; and
 - iii) A short and plain statement of the matters asserted by the Association.

Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessee's and occupants, the Unit Owner shall be responsible to pay any and all fines assessed without prejudice to the right of the Unit Owner to recover from the actual violator the amounts paid by the Unit Owner.

- (b) At the hearing, the Unit Owner, or his agent, including the occupant, invitee, lessee or guest of his Unit, shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved, and shall have an opportunity, at the hearing, to review, challenge, and respond to any material considered by the Association.
- (c) The hearing shall be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.
- (d) Within fourteen (14) days after said hearing, the Association shall render a written decision containing findings of fact and the reasons for its decisions, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing.

No fine shall exceed the maximum amount permitted by law. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in the aggregate shall exceed the maximum amount permitted by law.

Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.

16.6 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

16.7 Generally. Each Unit Owner of a Condominium Unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners of a Condominium Unit to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Unit Owners of Condominium Units, and to preserve each other's right to enjoy his Unit free from unreasonable restraint and nuisance.

17. Liability Survives Termination of Membership.

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

18. Limitation of Liability.

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

19. Liens.

19.1 Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

19.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

19.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

19.4 Effect on Judicial Sale. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

20. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

22. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act.
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto.
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto.
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.
- (e) A copy of the current Rules and Regulations of the Association.
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers.
- (h) All current insurance policies of the Association and the Condominium.
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
- (j) Bills of sale or transfer for all property owned by the Association.
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
 1. Accurate, itemized, and detailed records for all receipts and expenditures.
 2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current question and answer sheet as described in Section 718.504, Florida Statutes.

The official records of the Association shall be maintained within the State of Florida or at such other place as may be permitted by the Act (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying adopted by the Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

23. Mandatory Nonbinding Arbitration of Disputes.

- (a) Prior to the institution of court litigation, the parties to a dispute, as defined in the Act, shall petition the division for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.
- (b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.
- (c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.
- (d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.
- (e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

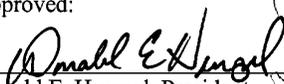
(f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

24. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units with applicable fire and safety code(s).

25. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Declaration, the provisions of the Declaration shall prevail.

The foregoing was adopted as the By-Laws of Carlyle Residences at Celebration Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 23rd day of OCTOBER, 2006.

Approved:


Donald E. Hempel, President

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10/17/2006

SCHEDULE "A"
TO
BY-LAWS
RULES AND REGULATIONS
FOR
CARLYLE RESIDENCES AT CELEBRATION
CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Carlyle Residences at Celebration, a Condominium (the "Declaration") and those promulgated by CROA. They are applicable to all Units, Owners residents and their respective families, tenants, guest, invitees and licensees.

1. Antennae. Carlyle Developers, Inc., a Florida corporation (the "Developer") shall have the right (but not the obligation) to install and maintain towers, antennae, digital satellite services, radio and television lines and security systems, as well as communications systems in accordance with the terms of the Declaration other than as permitted by law.
2. Condominium Association Employees. Employees of the Condominium Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Condominium Association, if any, shall be solely responsible for directing and supervising the Condominium Association's employees.
3. Balconies, Terraces and Patios. Enclosures by screening, glass or otherwise of balconies, terraces, or patios is prohibited without the prior written consent of the Board of Directors of the Condominium Association. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, patios or similar areas. No objects shall be hung from balconies, or terraces and no cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces, or exterior walls with the exception of flags as permitted under the rules of CROA, as same may be amended from time to time. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on any porch, patio or balcony.
4. Children. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Condominium Association and CROA shall be required of children.
5. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from doors, windows, balconies, terraces, patios. No sweeping shall result in dirt, debris or other substances escaping to the exterior of the building from the doors, balconies, terraces, windows or patios.
6. Compliance by Unit Owners. Every Unit Owner resident, their respective family members, tenants, guests and licensees shall comply with these Rules and Regulations as any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Condominium Association (all as amended from time to time) to the extent applicable. Failure to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

7. Compliance by Developer. To the extent permitted by applicable law, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors, or to Units owned by the Developer.
8. Destruction of Property. Neither Unit Owners, residents, their respective family members, tenants, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
9. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Condominium Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Condominium Association shall deposit a key to such Unit with the Condominium Association.

The manager may have a master key to fit the door lock to all Units. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Condominium Association for same. In the event the Condominium Association's approval is obtained, then the Unit Owner shall deposit with the Condominium Association a duplicate key for each such additional lock for use in emergencies.

10. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, shutters, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items as originally installed as shown on the building plans and specifications. This prohibition includes any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae, to the extent permitted by law. No exterior lighting shall be permitted on the walls or ceilings of any patio without the prior written approval of the Condominium Association. Patios shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment. Garage doors must be closed at all times except when cleaning or moving vehicles.

Notwithstanding the foregoing, as for so long as permitted by the Act, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, nor later than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

11. Facilities. The facilities of the Condominium governed by the Condominium Association are for the exclusive use of Condominium Association members and their immediate families, tenants, resident house guests and guests.
12. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Condominium Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family members, guests, invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Condominium Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Condominium Association Articles of Incorporation, Condominium Association By-laws or Condominium Association Rules which have been allegedly violated; a statement of the matters asserted by the

Condominium Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Condominium Association.

(b) Hearing: The alleged non-compliance and a statement of the proposed fine as recommended by the Board shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed and/or evidence for altering the amount of the fine as recommended by the Board. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant not later than fourteen (14) days after the Unit Owner Committee's meeting.

(c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Condominium Association's By-Laws and by law.

(d) Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be either lessened or not levied. The Unit Owner Committee may not increase the fine as originally levied.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Infractions: Each day an infraction or violation occurs after receipt by the Unit Owner of the Unit Owner Committee's written decision (the applicable party has received notice thereof) shall be deemed to be a new infraction or violation.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Condominium Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Condominium Association may otherwise be entitled to recover by law or in equity from such Owner.

13. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any patio, balcony or terrace. Barbecue grills may not be used outside inside the patio enclosure.
14. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:
 - (a) Removing all items from his patio, balcony or terrace.
 - (b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.

Unit Owners shall not install hurricane or storm shutters without the prior approval of the Condominium Association and the Celebration ARC. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation, replacement and maintenance of

such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

15. Noise.

(a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Any such unnecessary noises between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

(b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

16. Nuisance. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Condominium Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements, or any portion of the Condominium.

17. Obstructions. The entranceways, sidewalks, parking spaces and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

18. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

19. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

(a) Each Unit (regardless of the number of Owners), may maintain no more than one (1) household pet in a Unit, not to exceed a weight of 70 pounds, or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, including but not limited to pit bulls, rottweilers. Unit Owners must immediately pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be attended by an adult and on a leash not more than six (6') long when outside the Unit. Pets may not be kept in the Common Elements or in a Limited Common Element, nor be walked through or kept in any interior public areas of the Condominium without a lease. No pets shall be allowed at any time in any lakes, parks, pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Violation of the provisions of this Subsection shall entitle the Condominium Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

(b) No domestic bird of a variety which will emit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.

(c) A Unit Owner may permit their lessee to keep an approved pet. The lessee will be bound by these rules and Unit Owner held responsible for compliance.

(d) The Unit Owner shall indemnify the Condominium 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 the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Condominium Association, will be required to remove the animal.

(e) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

20. Plumbing. No plumbing or plumbing fixtures shall be used for any purposes other than those for which they are manufactured. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode, a separate container must be used for disposal of such materials.
21. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from the Condominium Property. The Condominium Association shall have the right to charge any Unit Owner, prior to any interior construction to or altering of a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used by the Condominium Association for any damage caused to the Condominium Property or for payment or reimbursement of any bulk trash hauling or other associated expense. The Condominium Association shall refund the deposit within ten (10) days after delivery or removal of any and all furnishings and/or bulk trash.
22. Roof. Unit Owners, their family members, guests, invitees, lessees, and employees are not permitted on roof for any purpose.
23. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:
- (a) Violations should be reported to the manager of the Condominium Association, in writing, and not to the Board of Directors or to officers of the Condominium Association.
- (b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors.
- (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
- (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.
- (e) fines may be levied in accordance with paragraph 12 herein.
24. Signs. With the exception of signs used or approved by CROA or Condominium Association Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit or the property.
25. Solicitation. There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

26. Storage. Each Unit Owner's personal property must be stored within the Unit, or in his limited common element garage as otherwise permitted.
27. Telephones. All residents must maintain telephone service at all times in their Unit and shall advise the Condominium Association and manager of their telephone number.
28. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpster intended for that purpose. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in the designated trash dumpster. No garbage, garbage containers or garbage bag may be kept outside of the Unit on Common Elements or on porches, patios or other Limited Common Element areas.
29. Use and Occupancy. All Units shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days.

Without limiting the generality of this paragraph, the provisions of this paragraph shall not be applicable to Units owned or used by the Developer for model apartments, sales offices, management services or otherwise.

Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related.

30. Window and Door Coverings.
 - (a) Curtains, drapes, shades, blinds, shutters and other window or door coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color or wooden blinds or shutters (natural wood color) unless otherwise specifically approved by the Board of Directors.
 - (b) No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes. No windows may be tinted.
 - (c) Patio blinds are to be verticals, and no bedsheets or blankets or similar items may be placed or displayed in windows.
31. Wires etc. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.
32. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.
33. Whirlpools, Pools, Saunas and Jacuzzis. No Unit Owner shall install whirlpools, pools, saunas or jacuzzis in his Unit or any other Limited Common Element. Portable whirlpool/jacuzzis shall not be permitted on limited common element balconies or patios.
34. Parking and Vehicle Restrictions.

- (a) No Owner or guest may park in a garage parking space that has been assigned to another Unit Owner.
- (b) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
- (c) Bicycles, mopeds, tricycles, scooters (motorized or not) shall not be parked in front or sides of buildings.
- (d) No vehicle washing, repair or maintenance shall be allowed.
- (e) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
- (f) No parking space or driveway may be blocked.
- (g) Any Unit Owner vehicle with lettering or graphics will be considered a commercial vehicle and prohibited from parking unless parked in a garage with the door closed.
- (h) Parking in handicapped spaces will be allowed only by permit.
- (i) No vehicle shall be allowed to drip oil or other hydrocarbons onto the driveways or parking areas or thoroughfares.
- (j) No skateboards, motorized vehicles or bicycles shall be allowed on any walking path or sidewalk with the exception of motorized wheelchairs.
- (k) Developer and Declarant shall be exempt from these rules during construction and maintenance.

35. Miscellaneous.

- (a) No garage sales or yard sales shall be allowed.
- (b) Hose bibb keys will be available to Unit Owners and tenants upon request only and must be returned on the same day.
- (c) Bulk disposal items (furniture, appliances etc.) must be stored in the Unit or its Limited Common Element Garage Parking Space until picked up. The costs of bulk pickup will be reimbursed by Unit Owner or tenants to the Condominium Association.
- (d) No storage of any type shall be permitted in attic spaces.
- (e) Any Unit Owner who is renting the Unit, shall provide in their lease that lessee is bound by all Rules and Regulations contained or referred to herein and in CROA's Charter.

36. Condominium Association Approval of Lease and Tenants.

The Condominium Association must approve all applications and leases.

For all leases, the Owner of the Unit to be leased must provide an application form, approved by the Condominium Association, with an agreement from the potential tenant granting permission of the Condominium Association to check the potential tenant's criminal record. The potential tenant shall also provide to the Condominium Association a non-refundable application review fee of \$50.00 or the highest amount allowable by law.

The Condominium Association shall have seven (7) business days to run a criminal records check and issue approval (or disapproval) or failure to give approval within seven (7) days is deemed disapproval of the lessee. The Condominium Association shall comply with all applicable Fair Housing laws and doctrines and approval of any lessee shall not be unreasonably withheld.

37. CROA Rules.

Attached hereto and made a part hereof are the rules and regulations of CROA, as amended from time to time, which are applicable to all Owners, tenants, guests, invitees and licensees.

10/17/2006

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CROA

Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following Rules shall apply to all of the Residential Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to the Charter.

1. **General.** The Residential Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or sales offices for any real estate broker retained by The Celebration Company, its designees or assigns, to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, or business offices for The Celebration Company, its designees or assigns, or the Association) consistent with this Charter and any Supplement. Except as specifically provided in this Exhibit "C," Units shall be used for single-family residential purposes only.

2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are restricted within the Residential Properties:

(a) Parking any vehicles on any portion of a Unit other than in a garage, carport, or driveway; parking vehicles on that portion of any driveway located between the front facade of the dwelling and the street that the dwelling faces, except temporarily for a period not to exceed 24 hours in any 48-hour period; parking more than two vehicles per Unit on public or private streets or thoroughfares; parking vehicles on grass anywhere within the Residential Properties; or parking commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed four hours for loading and unloading; provided, such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Unit on or adjacent to which they are parked or to guest parking in accordance with such reasonable regulations as the Board may adopt;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit sub-

ject to such additional rules as may be adopted for the Residential Properties or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the Board, in its sole discretion, determines to be a nuisance shall be removed from the Unit upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet;

(c) Any activity or condition that interferes with the reasonable enjoyment of any part of the Residential Properties or that detracts from the overall appearance of the Residential Properties;

(d) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and recorded, except that The Celebration Company shall be permitted to subdivide or replat Units that it owns;

(e) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) Occupancy of a Unit by more than two persons per bedroom in the Unit. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Unit more than 30 days in any six-month period;

(g) Operation of golf carts on portions of the Residential Properties other than Golf Courses and cart paths designated for such purpose, except that agents, employees, and representatives of the Association, the Nonresidential Association, the Joint Committee, and the CDD's may operate golf carts within the Residential Properties in the performance of their respective duties, and the agents, employees, and representatives of The Celebration Company and its affiliates may operate golf carts within the Residential Properties in conjunction with their respective development, marketing, and sales activities; provided, nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic if such vehicles meet the requirements of Florida law for operation on public streets at night and if permitted by Osceola County;

(h) Conducting, participating in, or holding any events, functions, or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, the foregoing is not intended to bar the occasional use of the interior of a residential dwelling on the Residential Properties for the activities described in this subparagraph so long as such use is either: (i) in conjunction with fundraising activities for a non-profit or charitable organization, or (ii) is a private, social, non-commercial activity;

(i) Any business, trade, or similar activity, except as provided in Paragraph 3 of these Rules and except that an Owner or occupant residing in a Unit may conduct "discreet business activities" within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; the business activity does not involve regular visitation of the Unit or door-to-door

solicitation of residents of the Residential Properties; and the business activity is consistent with the residential character of the Residential Properties and does not violate these Use Restrictions and Rules. Examples of "discreet business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. In its sole and absolute discretion, the Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Residential Properties.

An occupant residing in the primary dwelling on a Unit may conduct such activities from the primary dwelling or a garage apartment on the Unit, or an occupant residing in a garage apartment may conduct such activities from the garage apartment, but no garage apartment shall be leased or otherwise used for any business, trade, or similar activity except by a person residing in the primary dwelling or the garage apartment on the Unit.

Leasing a Unit in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by The Celebration Company or a Builder approved by The Celebration Company with respect to its development and sale of the Residential Properties or its use of any Units that it owns within the Residential Properties, including the operation of a timeshare or similar program.

Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of this subparagraph so long as the Owners or occupants of a Unit do not hold, sponsor, or participate in more than one such sale within the Residential Properties in any 12-month period.

Notwithstanding anything to the contrary in this Charter, The Celebration Company and any Builder approved by The Celebration Company may utilize Units as show houses or model homes. Furthermore, The Celebration Company and any approved Builder may each utilize a Unit or other approved portions of the Common Area as a sales office for homes being constructed within the Residential Properties;

(j) Any modifications to any portion of a Unit visible from any other Unit, property, or any adjacent street, sidewalk, or alley, including, but not limited to, any changes to landscaping or placement of decorations, sports, or play equipment or other structures or signage or other means of advertisement or promotion, or any other personal property or improvements on any portion of a Unit visible from any other Unit, property or any adjacent street, sidewalk, or alley, except as authorized pursuant to Chapter 5, or as otherwise provided herein or under applicable law; provided:

(i) a reasonable number of holiday and religious decorations may be displayed on a Unit for up to 30 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of The Celebration Company (or the ARC, if delegated authority hereunder by The Celebration Company) to require removal of any such decorations which it deems (A) to be excessive in number, size, or brightness, relative to other Units in the area; (B) to draw excessive attention or

traffic; or (C) unreasonably to interfere with the use and enjoyment of neighboring properties; and

(ii) one sign, not exceeding 9"x12" in size, may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service.

(k) Conversion of any garage or carport to a use that precludes the parking therein of the number of vehicles for which it was originally designed.

3. **Home Business Neighborhoods.** The Celebration Company hereby designates the Units identified as Lots 342 through 355, inclusive, of Celebration Village Unit 2, according to the plat thereof recorded in Plat Book 8, Pages 185-212, of the Public Records of Osceola County, Florida, as a "Home Business Neighborhood" and reserves the right to designate other areas of the Residential Properties as a Home Business Neighborhood. Designation by The Celebration Company of an area as a Home Business Neighborhood shall be made prior to any Unit being sold by The Celebration Company in such area. Otherwise, the Board may designate an area as a Home Business Neighborhood only with the prior written approval of 90% of the Owners of Units located within such area. Use of each Unit located within a Home Business Neighborhood shall be subject to applicable zoning and such additional covenants and restrictions as may be contained in any applicable Supplement, the deed from The Celebration Company conveying such Unit, and any covenants and restrictions contained or referenced therein, all of which shall be enforceable by the Association as if set forth in the Charter. Designation as a Home Business Neighborhood shall not relieve any Unit in such area from complying with all architectural controls and construction and design criteria that would apply to such Unit in the absence of such designation.

4. **Prohibited Conditions.** The following shall be prohibited within the Residential Properties:

(a) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that The Celebration Company and its assigns may operate such a program with respect to Units it owns;

(b) Flags of any kind placed on a Unit so as to be visible from outside the dwelling on the Unit, except that one United States flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted on the exterior facade of the dwelling at a location approved pursuant to the Charter;

(c) Exterior antennas, aërials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel, multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted in rear yards or mounted on the rear of improvements that have been constructed in accordance with this Charter; provided, as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any lot, provided that no Owner shall be required to locate any Permitted Antenna in any location that adversely affects such Permitted Antenna's ability to receive signals or that unreasonably increases the cost that such Owner would incur to install, maintain, or use said Permitted Antenna.

If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any improvements, or in any front yard, or on the front of any improvements in order to avoid a diminution in signal reception from the Permitted Antenna or unreasonable costs to install, maintain, or use said Permitted Antenna, then, unless prohibited by applicable law, any installation in the front or side yard or on the front or side of any improvements shall be subject to review and approval by The Celebration Company or, upon delegation of its powers, by the ARC pursuant to Chapter 5 of the Charter. Any such review shall be completed, and the resulting requirements communicated to the Owner, within seven days of receipt of the application for review.

The Celebration Company or the ARC may impose requirements as to location within the front or side yard or on the front or side of any improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph (c) is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph (c) regarding locating Permitted Antennas in the least visible location on any lot or improvements.

The Celebration Company and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Residential Properties.

5. Leasing of Units. "Leasing," for purposes of this Charter, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which

the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Except as otherwise provided in any applicable Supplement or other applicable covenants, Units may be leased in their entirety, or a garage apartment that is separate from the primary dwelling on a Unit may be leased, or a dwelling and a garage apartment on a Unit may be separately leased to different tenants; however, no single rooms or other fraction or portion of a Unit constituting less than the entire dwelling or garage apartment may be leased, and no Unit or portion thereof shall be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants.

Except for leases of garage apartments or as may otherwise be permitted by any applicable Supplement or other applicable covenant, all leases shall be for an initial term of no less than one year except with the Board's prior written consent. Leases of garage apartments shall be for an initial term of no less than three months, and no garage apartment or Unit shall be leased to more than two separate tenants in any 12-month period. No garage apartment shall be leased or used for any purpose other than residential use, except that the occupant of the primary dwelling on a Unit may use the garage apartment for other uses consistent with the Charter and these Use Restrictions and Rules.

Notice of any lease, together with such additional information as the Board may require, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Charter, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

6. **Signs.** The following restrictions on signs shall apply to all Units within the Residential Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

(a) Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit and, in the case of a Unit owned by The Celebration Company or a Builder approved by The Celebration Company, a sign indicating that the Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy.

(b) After the initial occupancy of a Unit, no "for sale" signs may be posted on a Unit unless the Owner of the Unit has completed an application to be provided by the Association for the posting of a "for sale" sign, has submitted such application to the Association, and has received an approval of such application from the Association. All such signs shall be of a form approved by the Association. Signs shall be of the same quality as those generally used by real estate professionals selling homes in the area. The Association shall be entitled to charge a fee in connection with the submittal of such application. Any "for sale" signs that have been approved by the Association shall be erected in such location upon the applicable Unit as the Association chooses, within its

sole and absolute discretion, and shall be subject to relocation or removal by the Association in accordance with the terms of the approved application. Owner acknowledges that the sign erected by the Association shall be the only sign or other evidence permitted on the Unit that indicates that the Unit (or any other property) is for sale, and no other plan tubes or boxes, dissemination of printed material, other signage or any other externally visible evidence that the Unit or any other property is for sale, or any other means by which the public can get information on the Unit or any other property shall be permitted; provided, The Celebration Company, or its designee, shall be entitled to post signs without Board approval.

(c) An "open house" sign indicating that the Owner of the Unit is hosting such an event may be posted on the Unit for a period not to exceed three continuous days.

(d) Up to three signs not exceeding 18" by 24" containing political or similar endorsements may be posted on a Unit. Such signs may only be posted for 45 days prior to an election or a vote on a referendum and for two days thereafter.

(e) The Celebration Company may post "model home" or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.

(f) A Unit within a Home Business Neighborhood, as described in Paragraph 3, may be identified with one sign not to exceed 24" by 36," which sign shall be subject to prior review and approval in accordance with Chapter 5 of this Charter.

7. **Single-Family Residences.** Each Unit may be improved with no more than one single-family residential dwelling and such accessory structures and improvements consistent with a residential neighborhood as may be permitted pursuant to the architectural controls described in the Charter and in the deed conveying the Units. Subject to the provisions of any Supplement, the area above a garage may contain no more than one apartment that may be used as an independent living unit (which for purposes hereof is defined as a kitchen, bathroom, and living quarters or any living unit that is utilized, leased, or intended to be leased by or to third parties). No Unit shall contain more than one primary residence and more than one independent living unit, and in no event shall the primary residence and independent living unit be under separate ownership.

8. Window Coverings.

(a) Unless The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley, or other portion of the Residential Properties are drapes, blinds, shades, shutters, or curtains. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association) may, from time to time, approve additional colors as acceptable for the portions of window coverings visible from streets, alleys, Common Areas, or other Units.

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley, or other portion of the Residential Properties without the prior approval of The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association). Mirrored coatings are not permitted.

9. Porches. The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. Without limiting the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porches die, they shall promptly be removed or replaced with living plants.

10. Dissemination of Information Regarding Activities or Uses that are in Violation of the Charter. A Unit Owner, or any other person or entity on behalf of a Unit Owner, is prohibited from disseminating information through or otherwise advertising in any medium, including, without limitation, the Internet, bulletin boards, newsletters, newspapers, or any other publications regarding or soliciting persons to engage in any activity or use that would otherwise be prohibited under this Charter. (For example, placing or distributing advertisements soliciting tenants for short-term rentals in Units where such use is not authorized by this Charter would be a violation of this Charter).

11. Garbage and Trash. No trash, rubbish, debris, garbage, or other waste material or refuse shall be placed, stored, or permitted to accumulate on any part of a Unit except in covered or sealed sanitary containers and must not be placed outside for pick-up prior to 7:00 p.m. on the night before such garbage is scheduled to be picked up. All such sanitary containers must be stored out of view from the front façade.

Exhibit "E"

Articles of Incorporation of Carlyle Residences at Celebration
Condominium Association, Inc.

Copyright

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 5, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000172675. 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 N06000007154.

Authentication Code: 706A00043749-070606-N06000007154-1/1

COPIED

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Sixth day of July, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

**CARLYLE RESIDENCES AT CELEBRATION
CONDOMINIUM ASSOCIATION, INC.**

ARTICLES OF INCORPORATION

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes, 1991), and hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation shall be **CARLYLE RESIDENCES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC.** For convenience, the Corporation shall be referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II

OFFICE

The principal office and mailing address of the Association shall be at 950 Celebration Boulevard, Suite F, Celebration, Florida 34747, or such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE III

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") for the operation of that certain condominium to be known as **CARLYLE RESIDENCES AT CELEBRATION, a Condominium** (the "Condominium").

ARTICLE IV

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium

(the "Declaration") to be recorded in the Public Records of Osceola County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V

POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or of the Act.

5.2 Enumeration. The Association shall have all the powers and duties set forth in the Act except as limited by these Articles, the By-Laws, and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration, and as more particularly described in the By-Laws of the Association, and as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, accept, own, operate, lease, sell, trade mortgage, assign or hypothecate both real and personal property as may be necessary or convenient in the administration of the Condominium.

C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by Unit Owners.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

F. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration.

G. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-laws, and the rules and regulations for the use of the Condominium.

H. To contract for the management and maintenance of the Condominium, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

I. To employ personnel to perform the services required for proper operation of the Condominium.

J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.

K. To assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

L. To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

5.3 Assets of the Association. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

5.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws.

ARTICLE VI**MEMBERS**

6.1 **Membership.** The Members of the Association shall consist of all of the then record title holders of Units in the Condominium; and, after termination of the Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Osceola County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner of legal title designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

6.2 **Assignment.** The share of a Member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. Said votes shall be exercised or cast in the manner provided by the Declaration and By-laws. Any person or entity owning more than one (1) Unit shall be entitled to the aggregate number of votes allocated for each Unit owned.

6.4 **Meetings.** The By-laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VII**TERM OF EXISTENCE**

The Association shall have perpetual existence.

ARTICLE VIII**INCORPORATOR**

The name and address of the Incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Carlyle Developers, Inc., a Florida corporation	950 Celebration Boulevard Suite F Celebration, Florida 34747

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association, and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties and qualifications of the officers. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

	<u>Name</u>	<u>Address</u>
President:	Donald E. Hempel	950 Celebration Boulevard Suite F Celebration, FL 34747
Vice President:	Jeffrey F. Marchell	950 Celebration Boulevard Suite F Celebration, FL 34747
Secretary/Treasurer:	Sarah Achors	950 Celebration Boulevard Suite F Celebration, FL 34747

ARTICLE X

DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-laws, but which shall consist of either three (3) or five (5) directors. Except for directors appointed by the Developer, all directors must be Members of the Association. Directors, other than the Developer, or its designee, must be Unit Owners (or, if a Unit is owned by a business entity, then the director(s) may be an officer, director, shareholder, manager, or Member of such business entity, as applicable) and be natural persons who are 18 years of age or older. Any person who has been convicted of any

felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a Member of the Board is or was ineligible for Board membership due to having been convicted of a felony).

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Articles and the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the Members of the first Board of Directors who shall hold office for the periods described in the By-laws.

10.5 First Directors. The names and addresses of the Members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Donald E. Hempel	950 Celebration Boulevard Suite F Celebration, FL 34747
Jeffrey F. Marchell	950 Celebration Boulevard Suite F Celebration, FL 34747
Sarah Achors	950 Celebration Boulevard Suite F Celebration, FL 34747

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a Member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: (i) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; (ii) legal

counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; and/or (iii) or a Committee of which the Director is not a Member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE XI

INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful; and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in connection with the indemnification provided herein.

11.3 Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not

obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

11.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

11.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

11.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-laws.

ARTICLE XIII

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the

Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

A. Not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the voting interests of the membership of the Association; or

B. By not less than sixty-seven percent (67%) of the votes of the entire membership of the Association.

13.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 5.3 and 5.4 of Article V, entitled "Powers," without approval in writing by all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, beneficiary or designee of the Developer, and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the Amendment.

13.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Osceola County, Florida.

ARTICLE XIV

DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, consisting of the surface water management system, including drainage easements, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Unit Owner vested in him under the recorded Declaration and deeds applicable to the Condominium, unless made in accordance with the provisions of such Declaration and deeds.

ARTICLE XV

**INITIAL REGISTERED OFFICE:
NAME AND ADDRESS OF REGISTERED AGENT**

The initial registered office of this Corporation shall be located at **Becker & Poliakoff, P.A., 3111 Stirling Road, Fort Lauderdale, Florida 33312**, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation at that address shall be **Gary A. Poliakoff**.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 2nd day of May, 2006.

Incorporator:

Carlyle Developers, Inc.,
a Florida corporation

By: [Signature]

Its: Vice President

2007

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Osceola County, Florida the corporation named in the said Articles has named **Gary A. Poliakoff**, whose address **3111 Stirling Road, Fort Lauderdale, Florida 33312**, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

COPIES



Gary A. Poliakoff
REGISTERED AGENT

DATED this 30 day of May,
2006

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5/24/2006



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 Bk 03508 Pgs 1625 - 1642; (18pgs)
 DATE: 06/26/2007 08:51:37 AM
 LARRY WHALEY, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES 154.50

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This instrument was prepared by:
 Doretta M. Knoerr, Esquire
 BECKER & POLIAKOFF, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

**CERTIFICATE OF FIRST AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached First Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, as recorded in Official Records Book 03390 at Page 2242, of the Public Records of Osceola County, Florida (the "Declaration of Condominium"), was duly adopted by the Developer in the manner provided by Section 6.4 of the Declaration of Condominium and Florida Statutes 104(4)(e), to amend and correct Exhibit "B" to the Declaration of Condominium as permitted by Section 6.4 of the Declaration of Condominium and Florida Statutes 104(4)(e).

IN WITNESS WHEREOF, we have affixed our hands as of the 19th day of June, 2007.

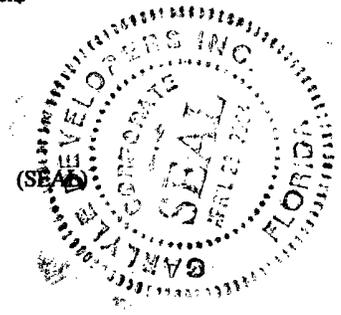
Signed, sealed and delivered
 in the presence of:

CARLYLE DEVELOPERS, INC.,
 a Florida corporation

Sarah H. Achors
 Witness Signature
Sarah H. Achors
 Witness print name

By: *Donald Hempel*
 Donald Hempel, Vice President

Karla Delgado
 Witness Signature
Karla Delgado
 Witness print name



STATE OF FLORIDA)
 COUNTY OF OSCEOLA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DONALD HEMPEL, as Vice President of CARLYLE DEVELOPERS, INC., a Delaware corporation, as personally known to me or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 19th day of June, 2007.

Sarah Hoffart Achors
 NOTARY PUBLIC, State of Florida

My Commission Expires:

 Sarah Hoffart Achors
 My Commission DD266232
 Expires January 03, 2008

FTL_DB: 1055099_1

This instrument was prepared by:
Doretta M. Knoerr, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**FIRST AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF CARLYLE RESIDENCES AT CELEBRATION,
A CONDOMINIUM**

Exhibit "B" to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, which Declaration is recorded in Official Records Book 03390 at Page 2242, of the Public Records of Osceola County, Florida (the "Declaration of Condominium"), is hereby amended as follows:

Attached hereto and made a part hereof is a Surveyor's Certificate and Affidavit ("Surveyor's Affidavit") and Surveyor's Certification, Partial Survey, Plot Plan, Floor Plans for Units and Graphic Description ("Supplemental Survey Exhibit") which supplements Exhibit "B" of the Declaration of Condominium, and which certifies that the construction of the improvements constituting all of the Units within Building C-5 of Carlyle Residences at Celebration, a Condominium, is substantially completed so that the attached Surveyor's Affidavit and Supplemental Survey Exhibit together with the provisions of the Declaration of Condominium describing the condominium property, together with all of its exhibits, is an accurate representation of the location and dimensions of said Units, and the Common Elements of the said Units.

10/14

**SURVEYOR'S CERTIFICATION,
PARTIAL SURVEY,
PLOT PLAN,
FLOOR PLANS
FOR UNITS AND
GRAPHIC DESCRIPTION**

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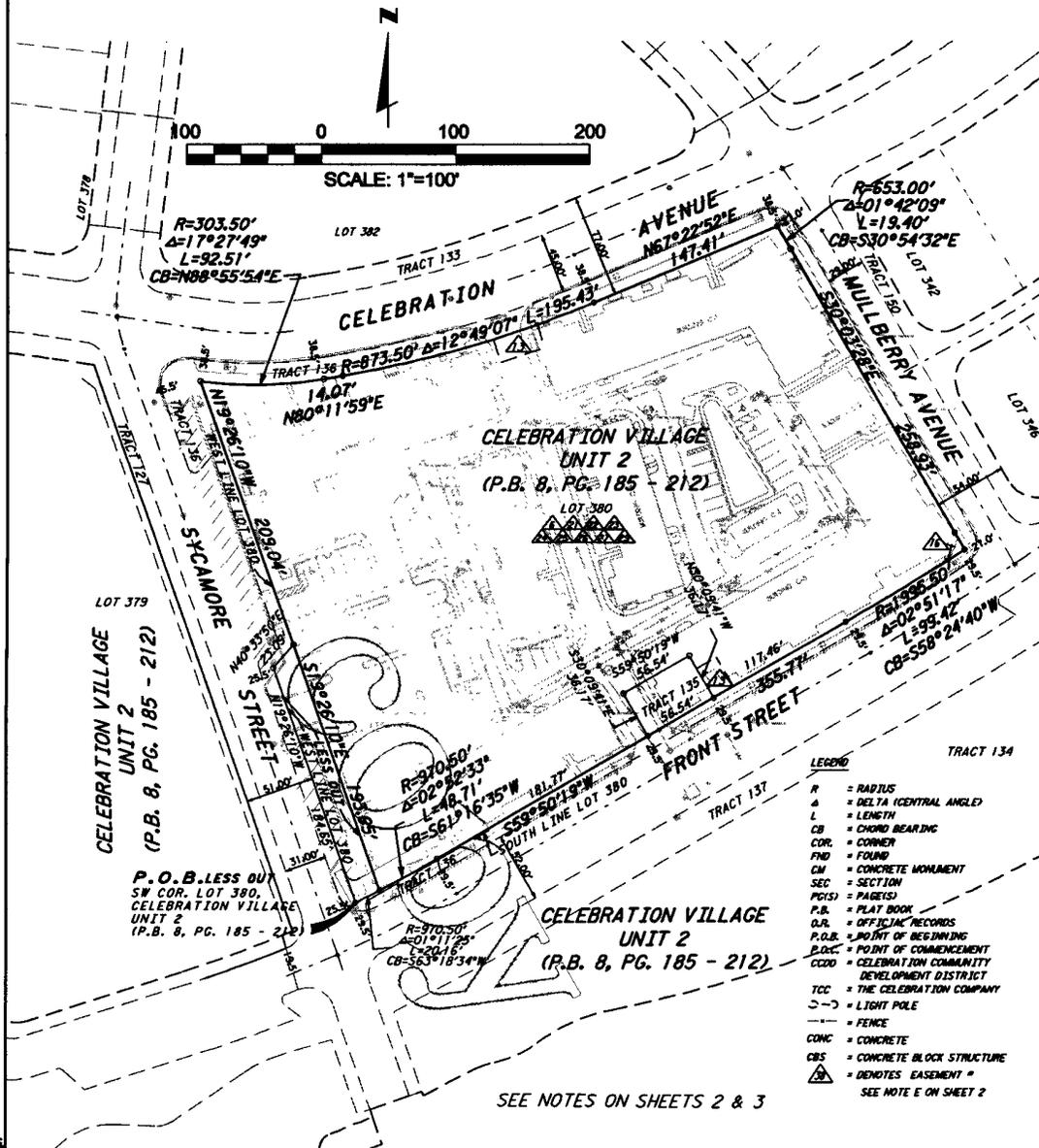
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482 South Keller Road
Orlando, Florida 32810-8101
Tel: 407/647-7275 Certificate No. LB 24

Date: 09/18/07
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F.B.: N/A
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Ckd. By: JVC
Sheet 1 of 14

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY**



SEE NOTES ON SHEETS 2 & 3

LEGAL DESCRIPTION

Lot 380 and Tract 135 of the plat of Celebration Village Unit 2, according to the plat thereof, as recorded in Plat Book 8, Pages 185-212, inclusive, of the Public Records of Osceola County Florida.

LESS AND EXCEPT THE FOLLOWING

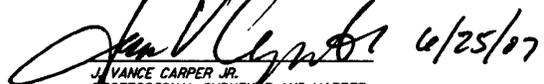
A part of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida; thence N.19°26'10"W. along the West line of said Lot 380 for 184.65 feet; thence N.40°33'50"E. along said West line for 23.09 feet; thence S.19°26'10"E. along a line parallel with the West line of Lot 380 for 193.65 feet to a point on the South line of said Lot 380, said point also being a point on a non-tangent curve concave Northwestwardly; thence Southwesterly along said South line and along the arc of said curve, having a radius of 970.50 feet and a chord bearing of S.63°18'34"W., through a central angle of 01°11'25", for 20.16 feet to the POINT OF BEGINNING.

Containing 3.498 acres, more or less.

CERTIFICATION:

This survey meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code.


JUVANCE CARPER JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3598



NOT VALID WITHOUT THE SIGNATURE AND THE OFFICIAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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 Orlando, Florida 32810-8101
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY**

NOTES:

A. The Field Work was completed on May 31, 2007.

B. Bearings are based on the West Line of Lot 380 of the Plat of CELEBRATION VILLAGE UNIT 2, as recorded in Plat Book 8, Pages 185-212, Public Records of Osceola County, Florida. Bearing N19°26'10"W.

C. The ties to the buildings shown on this survey are shown on the Site Plan that follows on Sheets 4 through 8 attached hereto.

D. Building C-3 is under construction and has not been completed as of the date shown in Note A above.

E. According to the Title Insurance Commitment, Agent File Reference CARLYLE CONDO, Commitment Date: August 1, 2006, this property is subject to the following items: (each item is numbered with respect to the exceptions listed in Schedule B-Section 2 of said commitment)

6. Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded March 16, 1995 in Official Records Book 1246, Page 28; First Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 599; First Amendment to the By-Laws of Celebration Nonresidential Owners Association, Inc. dated September 20, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 624; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 628; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 29, 1995 and recorded October 2, 1995 in Official Records Book 1283, Page 1488; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated June 28, 1996 and recorded July 11, 1996 in Official Records Book 1337, Page 635; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 1996 and recorded September 20, 1996 in Official Records Book 1351, Page 247; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated January 15, 1997 and recorded January 17, 1997 in Official Records Book 1374, Page 2249; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 24, 1997 and recorded September 29, 1997 in Official Records Book 1437, Page 1902; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 11, 1997 and recorded January 20, 1998 in Official Records Book 1465, Page 62; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 25, 1998 and recorded October 2, 1998 in Official Records Book 1539, Page 2140; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 28, 1999 and recorded July 30, 1999 in Official Records Book 1642, Page 554; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2205; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2215; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded October 4, 1999 in Official Records Book 1660, Page 2871; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 10, 1999 and recorded December 14, 1999 in Official Records Book 1683, Page 1888; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated March 31, 2000 and recorded April 3, 2000 in Official Records Book 1721, Page 121; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 13, 2000 and recorded July 14, 2000 in Official Records Book 1755, Page 2242; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 20, 2000 and recorded September 27, 2000 in Official Records Book 1787, Page 804; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated November 20, 2000 and recorded November 16, 2000 in Official Records Book 1806, Page 73; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1218; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 18, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1346; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 2001 and recorded October 1, 2001 in Official Records Book 1937, Page 2387; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 27, 2002 in Official Records Book 2117, Page 2848; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded December 26, 2002 in Official Records Book 2167, Page 1156, Public Records of Osceola County, Florida; and as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded April 10, 2003 in Official Records Book 2228, Page 1674, as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 30, 2004 in Official Records Book 2607, Page 1087 Public Records of Osceola County, Florida. (As to all Lands) (For so long as the subject property is encumbered by said Declaration)

13. Distribution Power Line Easement (Switch Gear) granted to Florida Power Corporation recorded August 28, 1996 in Official Records Book 1346, Page 2119; and First Amendment to and Relocation of Distribution Power Line Easement (Switch Gear) Recorded in Official Records Book 1346, Page 2119, Public Records of Osceola County, Florida, recorded July 21, 1998 in Official Records Book 1517, Page 2043, Public Records of Osceola County, Florida. (As to Lot 380)

16. Matters appearing on the Plat of Celebration Village Unit 2 as recorded in Plat Book 8, Page 185, Public Records of Osceola County, Florida; including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule A; as amended by that certain Partial Release of Easement recorded January 22, 2004 in Official Records Book 2427, Page 1235, Public Records of Osceola County, Florida. (As to Lot 380)

21. The Utility Easement reserved to The Celebration Company, a Florida corporation, in that certain Special Warranty Deed dated January 20, 2004 and recorded January 22, 2004 in Official Records Book 2427, Page 1334, Public Records of Osceola County, Florida, conveying the land described in Schedule A to Celebration Downtown Developers LLC, a Delaware limited liability company.

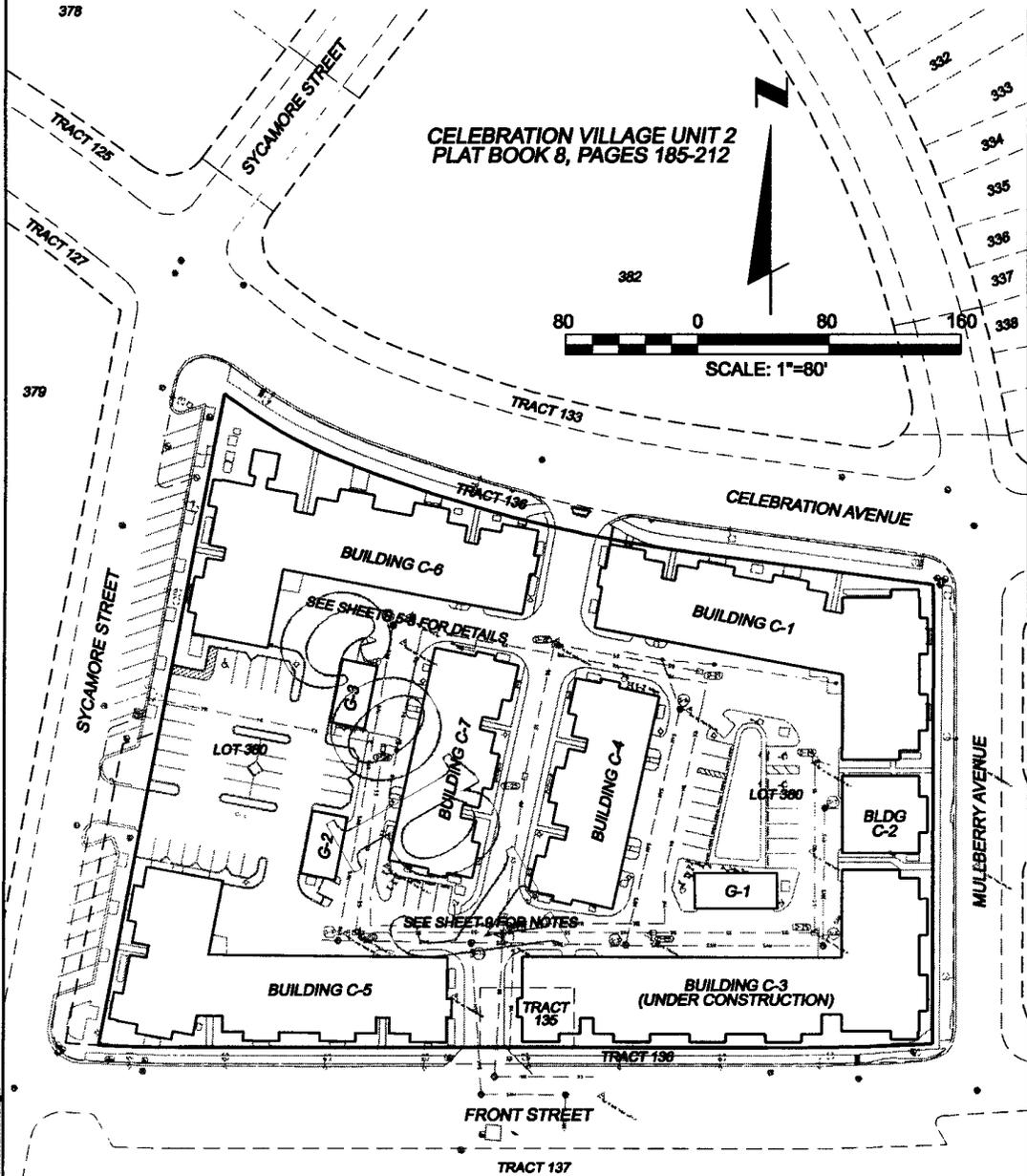
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Orlando, Florida 32810-0101
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Sheet 3 of 14

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SITE PLAN (OVERALL)
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



**CELEBRATION VILLAGE UNIT 2
PLAT BOOK 8, PAGES 185-212**

LEGEND

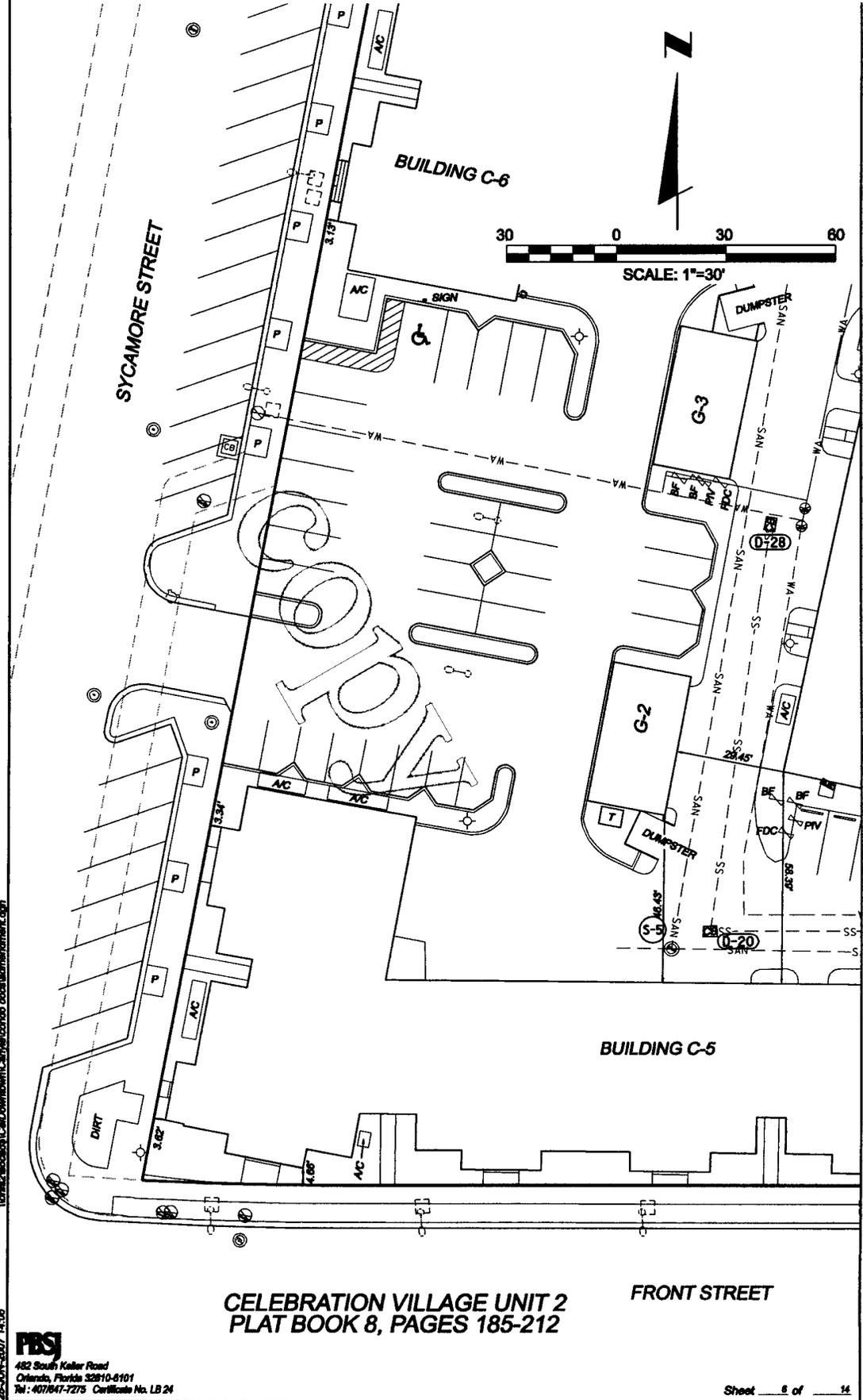
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- = LIGHT POLE
- = ELECTRIC BOX
- = TELEPHONE MANHOLE
- = SANITARY MANHOLE
- = STORM SEWER MANHOLE
- = IRRIGATION VALVE BOX
- = FIRE HYDRANT
- = WATER VALVE COVER
- = VALVE COVER

ABBREVIATIONS

- BF = BACKFLOW PREVENTER
- PIV = POST INDICATOR VALVE
- FDC = FIRE DEPARTMENT CONNECTION
- CB = CATCH BASIN
- A/C = AIR CONDITIONER PAD
- P = PLANTER
- T = TRANSFORMER
- WM = WATER METER
- WV = WATER VALVE

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



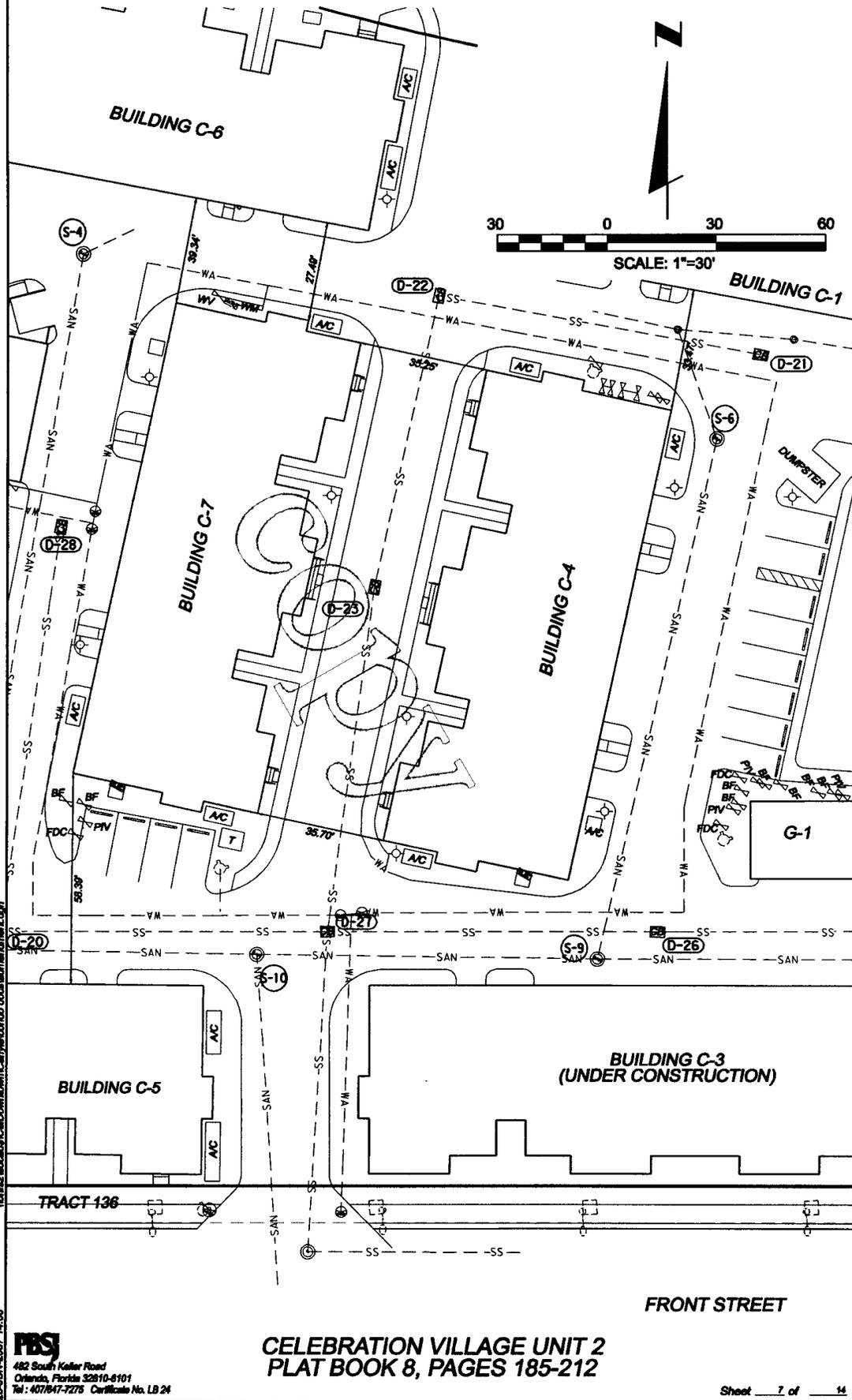
**CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212**

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Sheet 8 of 14

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



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**CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212**

Sheet 7 of 14

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SITE PLAN (NOTES)

NOTES:

1. Field Work was completed on May 31, 2007.
2. Building ties shown are As-Built locations to the outside of the concrete block walls at the foundation level.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C Units, A/C pads, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, Cooling Towers and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.
12. Building C-3 is under construction and are not substantially complete as of the date shown in Note A above.

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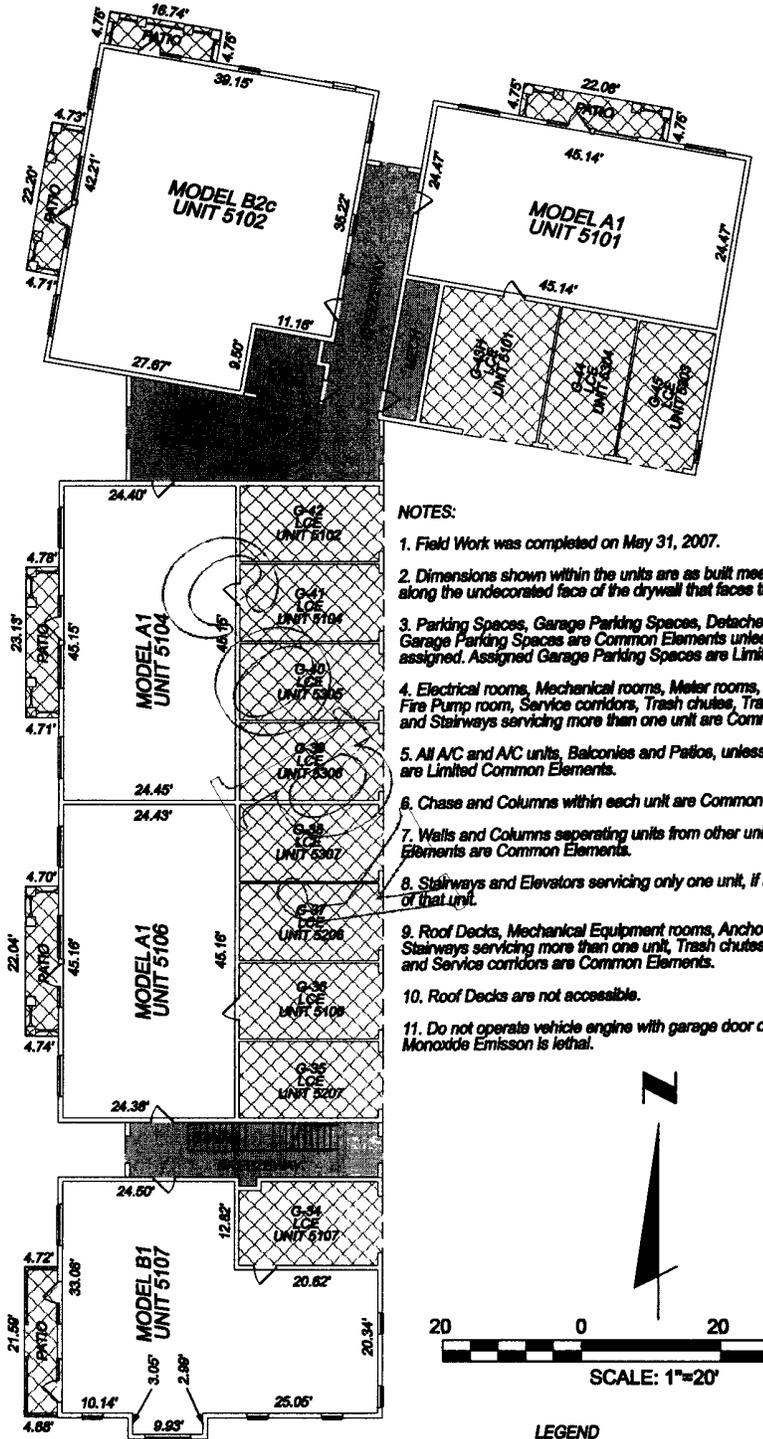
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Sheet 8 of 14

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 1ST FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

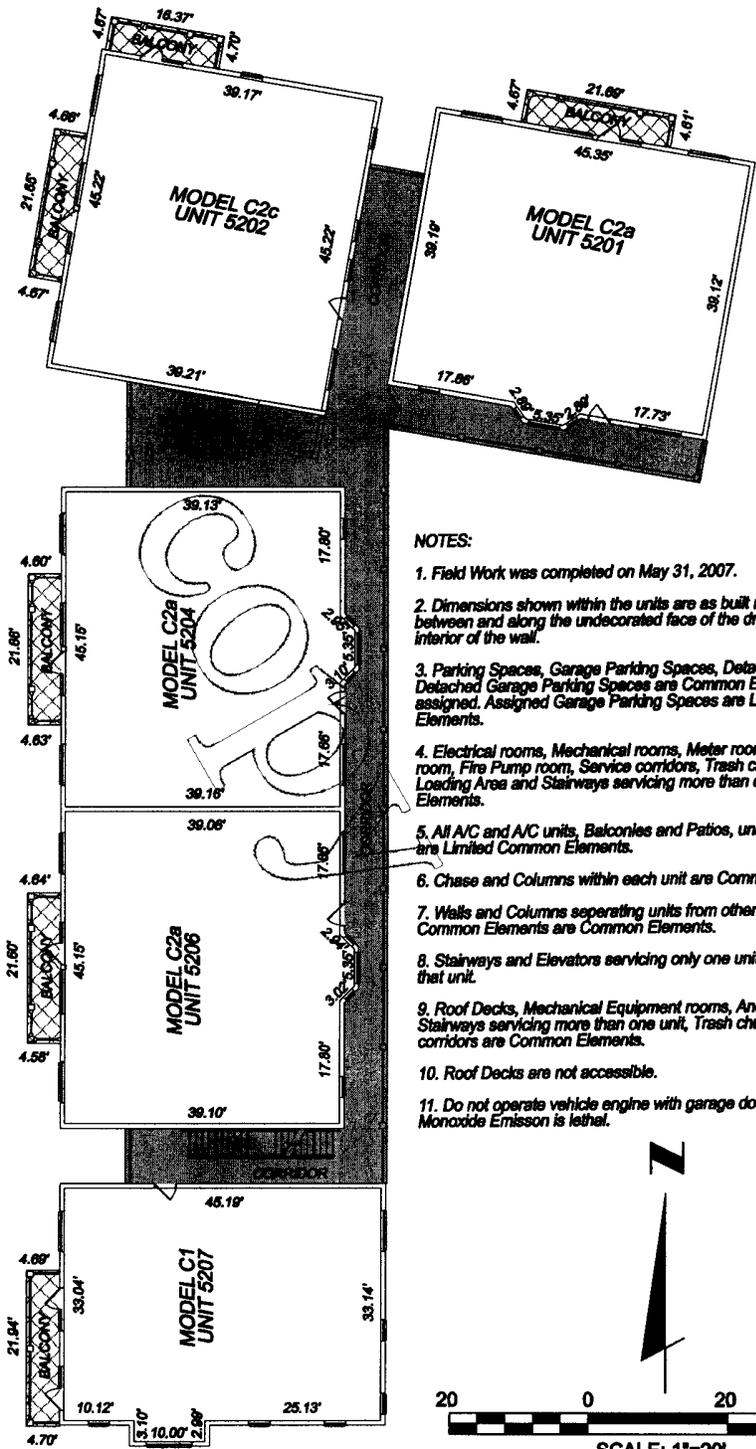


- NOTES:**
1. Field Work was completed on May 31, 2007.
 2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
 3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
 4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
 5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
 6. Chase and Columns within each unit are Common Elements.
 7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
 8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
 9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
 10. Roof Decks are not accessible.
 11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 2ND FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on May 31, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

LEGEND

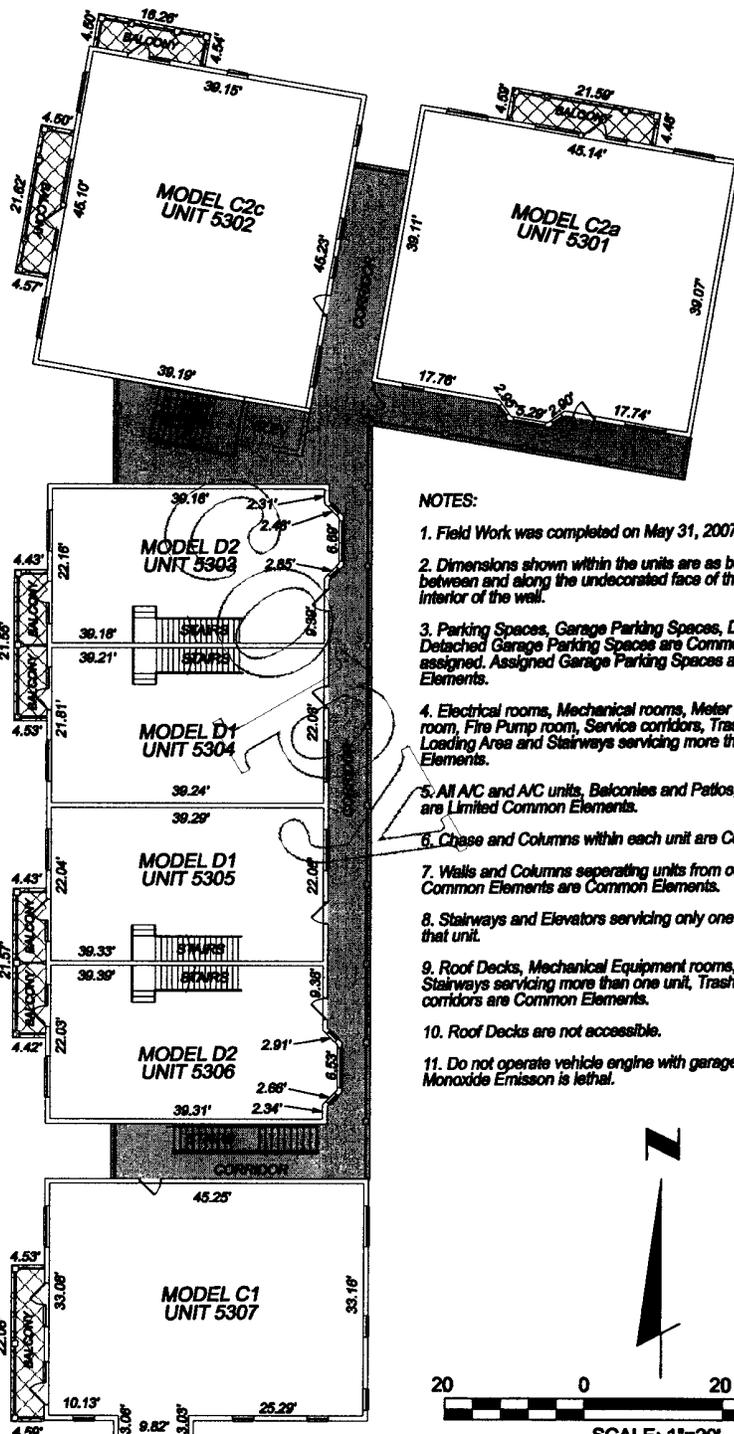
- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Hatched Box] = LIMITED COMMON ELEMENTS
- [Solid Black Box] = COMMON ELEMENTS

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FBS
 482 South Keller Road
 Orlando, Florida 32810-8101
 Tel : 407/947-7275 Certificate No. LB 24

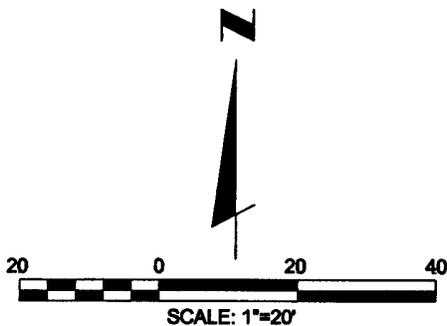
Sheet 12 of 14

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-5, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on May 31, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



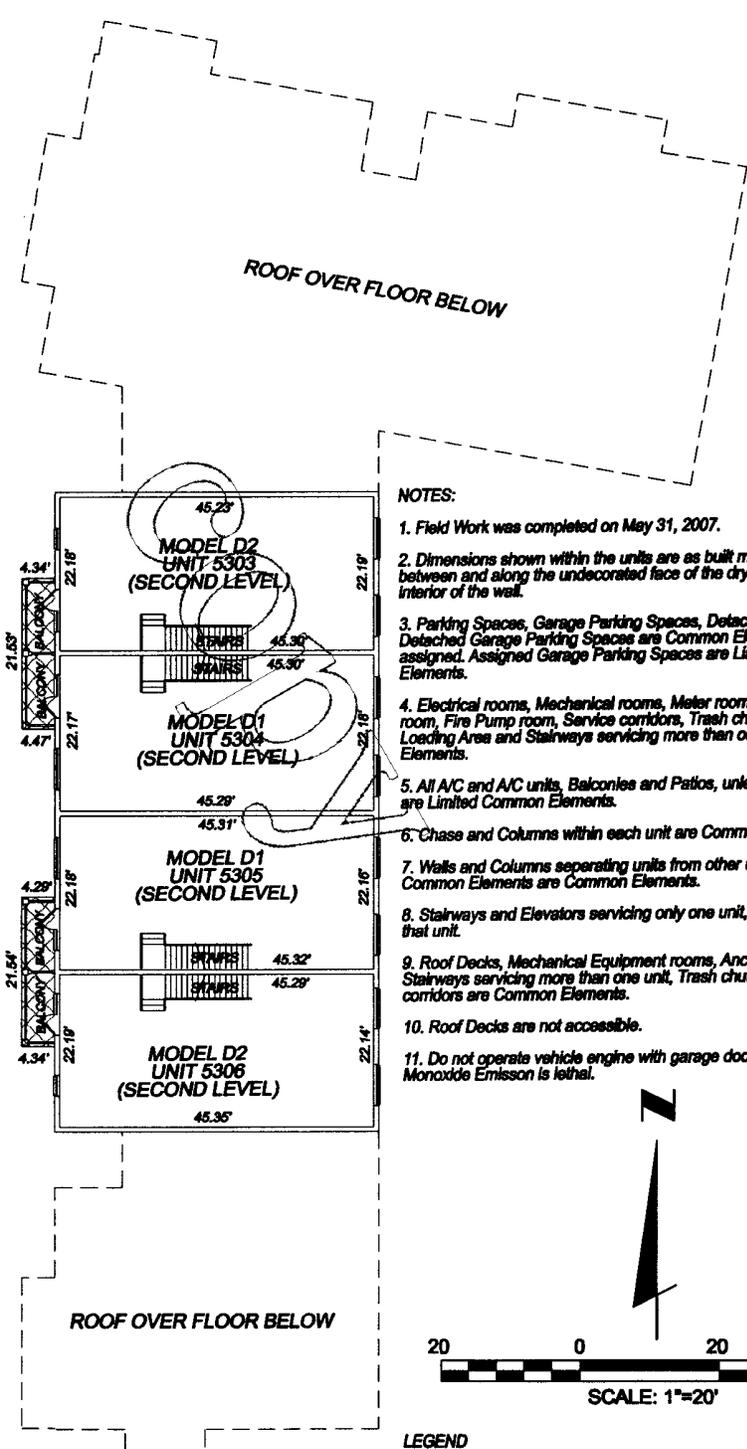
LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Cross-hatched box] = LIMITED COMMON ELEMENTS
- [Solid black box] = COMMON ELEMENTS

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FBS
482 South Keller Road
Orlando, Florida 32810-8101
Tel: 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-5, 4TH FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



- NOTES:**
1. Field Work was completed on May 31, 2007.
 2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
 3. Parking Spaces, Garage Parking Spaces, Detached Garages and Detached Garage Parking Spaces are Common Elements unless assigned. Assigned Garage Parking Spaces are Limited Common Elements.
 4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
 5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
 6. Chase and Columns within each unit are Common Elements.
 7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
 8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
 9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
 10. Roof Decks are not accessible.
 11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

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FBS
 462 South Keller Road
 Orlando, Florida 32810-0101
 Tel : 407/847-7276 Certificate No. LB 24

- LEGEND**
- GPS = GARAGE PARKING SPACES
 - LCE = LIMITED COMMON ELEMENTS
 - ELEV = ELEVATOR
 - MECH = MECHANICAL ROOM
 - ☒ = LIMITED COMMON ELEMENTS
 - = COMMON ELEMENTS

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SURVEYOR'S CERTIFICATION

SURVEYOR'S CERTIFICATION

The undersigned hereby certifies that I am a Professional Surveyor and Mapper, duly authorized to practice in the State of Florida, and that the improvements constituting Units 1101, 1103, 1105, 1107, 1109, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, and 1209, constituting all of the Units located in Building C-1, and Units 2101 and 2201, constituting all of the Units located in Building C-2, and Units 4101, 4102, 4104, 4201, 4202, 4203, and 4204, constituting all of the Units located in Building C-4, and Units 5101, 5102, 5104, 5206, 5107, 5201, 5202, 5204, 5206, 5207, 5301, 5302, 5303, 5304, 5305, 5306, and 5307, constituting all of the Units located in Building C-5, and 6101, 6102, 6104, 6106, 6108, 6201, 6202, 6203, 6204, 6205, 6206, 6208, 6306, and 6308, constituting all of the Units located in Building C-6, and 7101, 7102, 7104, 7201, 7202, 7203, and 7204, constituting all of the Units located in Building C-7 in CARLYLE RESIDENCES AT CELEBRATION, a Condominium, are substantially complete such that this Exhibit "B", pages 1 through 45 inclusive, all of which are annexed and expressly made a part of the Declaration of Condominium of CARLYLE RESIDENCES AT CELEBRATION, a Condominium, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials; and that all planned improvements serving said Building C-1, C-2, C-4, C-5, C-6, and C-7, including but not limited to, landscaping, utility services, and access to said Units and Common Element facilities serving said Buildings have been substantially completed.

J. VANCE CARPER JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3598

6/25/07



NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

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25 JUN 2007 14:07

FBS
482 South Keller Road
Orlando, Florida 32810-8101
Tel: 407/847-7276 Certificate No. LB 24

JOINDER AND CONSENT OF MORTGAGEE

SUNTRUST BANK, a national banking association ("Mortgagee"), as agent for itself and other lenders, being the holder of that certain Mortgage, recorded August 24, 2004, in Official Records Book 2582, Page 1040, of the Public Records of Osceola County, Florida, hereby consents to the filing of the foregoing Amendment to the Declaration of Condominium ("Declaration") of Carlyle Residences at Celebration, a Condominium ("Condominium"), in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Condominium. Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities contained in the Declaration or other documents used in connection with the promotion of the Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon.

Signed, sealed and delivered in the presence of:

SUNTRUST BANK,
a national banking association

[Signature]
Signature

Jacob H. Paulsen III
Print Name

[Signature]
Signature

GLORIA HAMMAN
Print Name

By: [Signature]
Name: Carl W Mazorek
Title: Vice President

(Corporate Seal)



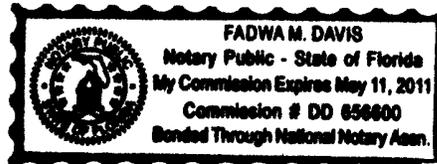
STATE OF FLORIDA
COUNTY OF ORANGE)
:SS

The foregoing instrument was acknowledged before me this 21st day of JUNE, 2007, by CARL MAZOREK, as VICE PRESIDENT of SunTrust Bank, on behalf of the bank. He is personally known to me or has produced as identification.

Fadwa M. Davis
Notary Public
Name of Notary printed:

FADWA M. DAVIS

My Commission Expires: 5/11/2011





CFN 2007135189
 Bk 03526 Pgs 1612 - 1613; (2pgs)
 DATE: 07/20/2007 02:43:05 PM
 LARRY WHALEY, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES 18.50

This instrument was prepared by:
 Doretta M. Knorr, Esquire
 BECKER & POLIAKOFF, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

**CERTIFICATE OF SECOND AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached Second Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, as recorded in Official Records Book 03390 at Page 2242, and amended in Official Records Book 03508 at Page 1625, of the Public Records of Osceola County, Florida (the "Declaration of Condominium"), was duly adopted by the Developer in the manner provided by Section 6.4 of the Declaration of Condominium and Florida Statutes 104(4)(e), to amend and correct Exhibit "B" to the Declaration of Condominium as permitted by Section 6.4 of the Declaration of Condominium and Florida Statutes 104(4)(e).

IN WITNESS WHEREOF, we have affixed our hands as of the 16th day of July, 2007.

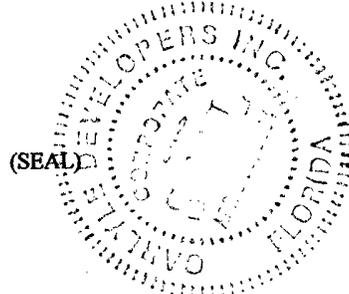
Signed, sealed and delivered
 in the presence of:

CARLYLE DEVELOPERS, INC.,
 a Florida corporation

Colleen M. Pellicer
 Witness Signature
Colleen M. Pellicer
 Witness print name

By: Donald Hempel
 Donald Hempel, Vice President

Jarrah H. Achors
 Witness Signature
Jarrah H. Achors
 Witness print name



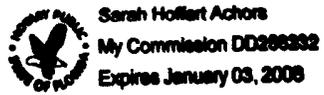
STATE OF FLORIDA)
 COUNTY OF OSCEOLA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DONALD HEMPEL, as Vice President of CARLYLE DEVELOPERS, INC., a Delaware corporation, as personally known to me (X) or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 16th day of July, 2007.

Jarrah H. Achors
 NOTARY PUBLIC, State of Florida

My Commission Expires:



FTL_DB: 1060288_1

This instrument was prepared by:
Doretta M. Knoerr, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**SECOND AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF CARLYLE RESIDENCES AT CELEBRATION,
A CONDOMINIUM**

Attached hereto and made a part hereof is the Joinder and Consent of Mortgagee of THE SPIRITS FAMILY LIMITED LIABILITY PARTNERSHIP, a Florida limited partnership ("Mortgagee"), by which Mortgagee consents to the filing of the First Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

The attached Joinder and Consent is hereby recorded in this Second Amendment, as a supplement to the First Amendment which was recorded on June 26, 2007, in Official Records Book 03508 at Page 1625, of the Public Records of Osceola County, Florida.

COPIED

This instrument was prepared by:
Doretta M. Knoerr, Esquire
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF THIRD AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached Third Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, as recorded in Official Records Book 03390 at Page 2242, of the Public Records of Osceola County, Florida, as amended from time to time (the "Declaration of Condominium"), was duly adopted by the Developer in the manner provided by Section 6.4 of the Declaration of Condominium and Florida Statutes 718.104(4)(e), to amend and correct Exhibit "B" to the Declaration of Condominium as permitted by Section 6.4 of the Declaration of Condominium and Florida Statutes 718.104(4)(e).

IN WITNESS WHEREOF, we have affixed our hands as of the 10 day of OCTOBER 2007.

Signed, sealed and delivered
in the presence of:

CARLYLE DEVELOPERS, INC.,
a Florida corporation

Karla Delgado
Witness Signature
Karla Delgado
Witness print name

By: Donald Hempel
Donald Hempel, Vice President

Sarah Hoffman Achors
Witness Signature
Sarah Hoffman Achors
Witness print name

(SEAL)

STATE OF FLORIDA)

COUNTY OF OSCEOLA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DONALD HEMPEL, as Vice President of CARLYLE DEVELOPERS, INC., a Delaware corporation, as personally known to me () or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 10th day of October, 2007.

Sarah Hoffman Achors
NOTARY PUBLIC, State of Florida

My Commission Expires:

Sarah Hoffman Achors
My Commission DD256232
Expires January 03, 2008

**THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
CARLYLE RESIDENCES AT CELEBRATION,
A CONDOMINIUM**

Exhibit "B" to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, which Declaration was recorded in Official Records Book 03390 at Page 2242, of the Public Records of Osceola County, Florida, as amended (the "Declaration of Condominium"), is hereby amended as follows:

Attached hereto and made a part hereof is a Surveyor's Certificate and Affidavit ("Surveyor's Affidavit") and Surveyor's Certification, Partial Survey, Plot Plan, Floor Plans for Units and Graphic Description ("Supplemental Survey Exhibit") which supplements Exhibit "B" of the Declaration of Condominium, and which certifies that the construction of the improvements constituting all of the Units within Building C-3 of Carlyle Residences at Celebration, a Condominium, is substantially completed so that the attached Surveyor's Affidavit and Supplemental Survey Exhibit together with the provisions of the Declaration of Condominium describing the condominium property, together with all of its exhibits, is an accurate representation of the location and dimensions of said Units, and the Common Elements of the said Units.

SURVEYOR'S CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)
ss:

BEFORE ME, the undersigned authority, personally appeared, J. Vance Carper Jr. ("Affiant"), to me personally known, first being duly sworn, deposes and says upon oath as follows:

- 1. That Affiant has personal knowledge of the facts and matters set forth herein.
2. That Affiant is a registered land surveyor, licensed by the State of Florida, under Registered Florida Surveyor and Mapper No. 3598.
3. That Affiant is a Professional Surveyor and Mapper of PBS&J, located at 482 South Keller Road, Orlando, Florida, 32810-7275.
4. That Affiant is the surveyor who prepared Exhibit "B" to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, which was recorded January 24, 2007, in Official Records Book 03390 at Page 2242, of the Public Records of Osceola County, Florida (the "Declaration of Condominium").
5. That Affiant is the surveyor who prepared that certain Surveyor's Certificate, Partial Survey, Plot Plan, Floor Plans for Units and Graphic Description and Surveyor's Certificate and Affidavit recorded as part of that certain Certificate of Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, in Official Records Book 03508, at Page 1625, of the Public Records of Osceola County, Florida, which was a supplemental survey exhibit certifying as to substantial completion of those units within Building C-5 of the Carlyle Residences at Celebration Condominium (the "Survey Amendment").
6. That attached hereto and made a part hereof is that certain Surveyor's Certification, Partial Survey, Plot Plan, Floor Plans for Units and Graphic Description ("Supplemental Survey Exhibit") which is a supplement to Exhibit "B" of the Declaration of Condominium, which certifies in accordance with F.S. 718.104(4)(e), that the construction of the improvements constituting all of the Units within Building C-3 (i.e. Units 3101, 3102, 3104, 3106, 3108, 3110, 3201, 3202, 3204, 3206, 3208, 3210, 3211, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308) of Carlyle Residences at Celebration, a Condominium, is substantially completed so that the attached Supplemental Survey Exhibit together with the provisions of the Declaration of Condominium describing the condominium property, together with all of its exhibits, is an accurate representation of the location and dimensions of said Units, and the Common Elements of the said Units.
7. Affiant hereby certifies that the attached survey meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers, chapter 61G17-6, Florida Administrative Code.
8. Affiant hereby certifies that the Supplemental Survey Exhibit attached hereto and made a part hereof constitutes true and correct revisions to Exhibit "B" of the Declaration.

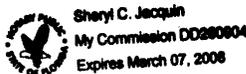
FURTHER AFFIANT SAYETH NAUGHT.

J. Vance Carper Jr. (Signature and Notary Seal)

The foregoing was sworn, subscribed and acknowledged before me this 15 day of October, 2007, by J. VANCE CARPER, JR.. He acknowledged that he executed the same for the purposes therein stated. Affiant produced as identification or is personally known to me and did take an oath.

Sheryl C. Jacquin (Signature)
Notary Public, State of Florida

My Commission expires:



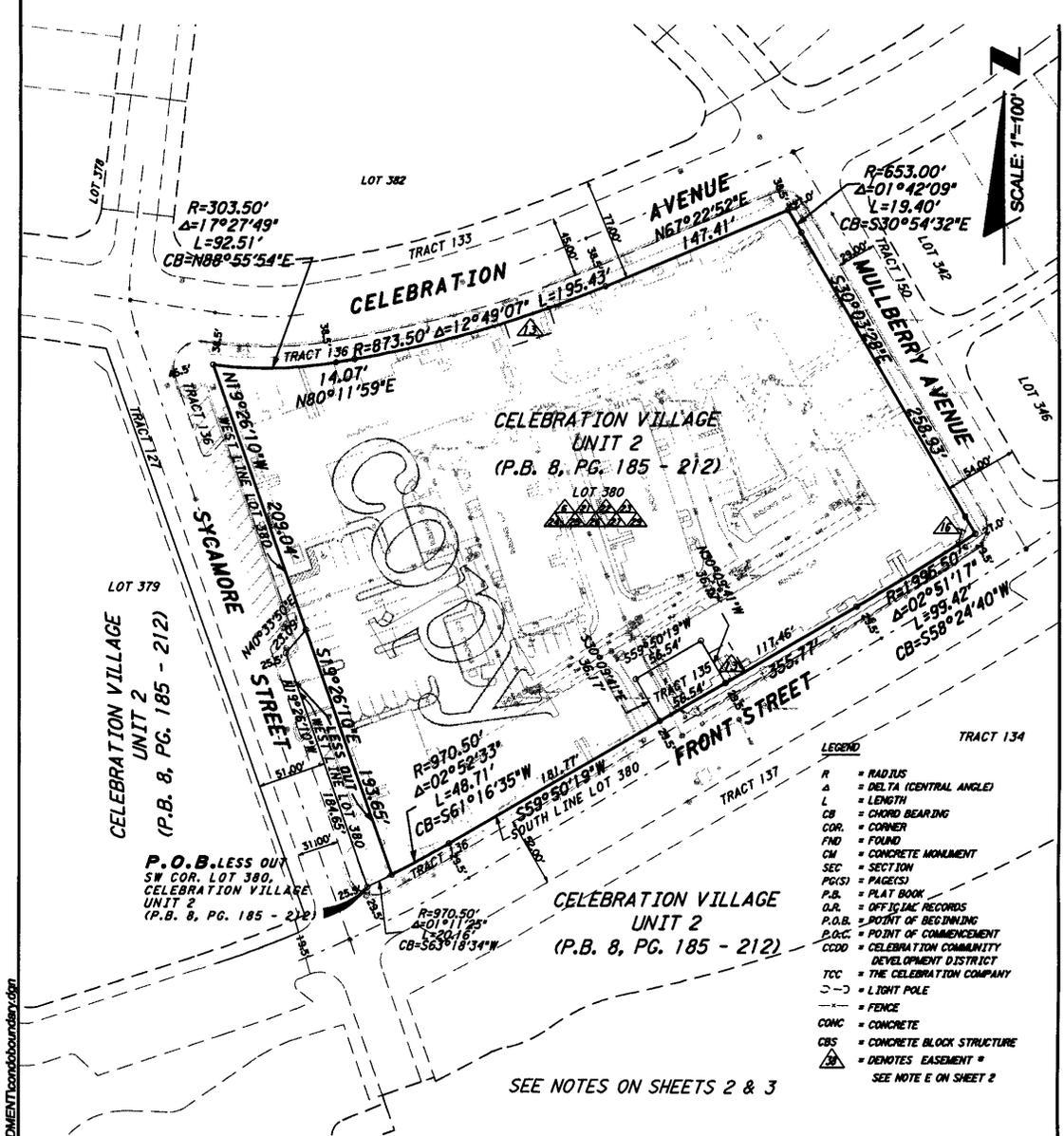
FTL_DB: 1073491_1
9/27/07

**SURVEYOR'S CERTIFICATION, PARTIAL SURVEY,
PLOT PLAN, FLOOR PLANS FOR UNITS AND
GRAPHIC DESCRIPTION**

**AS SUPPLEMENT TO EXHIBIT "B" OF
THE DECLARATION OF CONDOMINIUM
OF
CARLYLE RESIDENCES AT CELEBRATION,
A CONDOMINIUM**

2007

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY**



SEE NOTES ON SHEETS 2 & 3

LEGAL DESCRIPTION

Lot 380 and Tract 135 of the plat of Celebration Village Unit 2, according to the plat thereof, as recorded in Plat Book 8, Pages 185-212, inclusive, of the Public Records of Osceola County Florida.

LESS AND EXCEPT THE FOLLOWING

A part of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida, being more particularly described as follows:

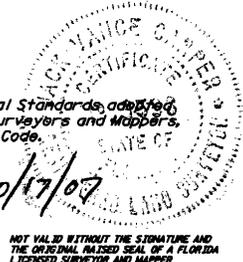
Commence at the Southwest corner of Lot 380 of the plat of Celebration Village Unit 2, as recorded in Plat Book 8, Pages 185-212 of the Public Records of Osceola County Florida; thence N19°25'10"W along the West line of said Lot 380 for 184.65 feet; thence N40°33'50"E along said West line for 23.09 feet; thence S19°25'10"E along a line parallel with the West line of Lot 380 for 193.65 feet to a point on the South line of said Lot 380, said point also being a point on a non-tangent curve concave Northwesterly; thence Southwesterly along said South line and along the arc of said curve, having a radius of 970.50 feet and a chord bearing of S.63°18'34"W, through a central angle of 01°11'25", for 20.16 feet to the POINT OF BEGINNING.

Containing 3.498 acres, more or less.

CERTIFICATION:

This survey meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code.

Jan Vance Carper Jr. 10/17/07
J VANCE CARPER JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3938



REVISD: 10/17/07
 REVISD: 01/10/07
 Date: 09/19/06
 Scale: 1" = 100'
 Job No.: 071242.04
 F.B.: N/A
 Drawn By: FMM
 Ckd. By: JVC
 Sheet 1 of 15

17-OCT-2007 17:13 \\sfs2\osceola\Carlyle\boards\final\ADMIN\MENT\comdboundaries.dgn

PBS
 482 South Keller Road
 Orlando, Florida 32810-8101
 Tel: 407/847-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY (NOTES)**

NOTES:

A. The Field Work was completed on September 25, 2007.

B. Bearings are based on the West Line of Lot 380 of the Plat of CELEBRATION VILLAGE UNIT 2, as recorded in Plat Book 8, Pages 185-212, Public Records of Osceola County, Florida. Bearing N19°26'10"W.

C. The ties to the buildings shown on this survey are shown on the Site Plan that follows on Sheets 4 through 8 attached hereto.

D. According to the Title Insurance Commitment, Agent File Reference CARLYLE CONDO, Commitment Date: August 1, 2006, this property is subject to the following items: (each item is numbered with respect to the exceptions listed in Schedule B-Section 2 of said commitment)

6. Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded March 16, 1995 in Official Records Book 1248, Page 28; First Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 599; First Amendment to the By-Laws of Celebration Nonresidential Owners Association, Inc. dated September 20, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 624; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 21, 1995 and recorded September 22, 1995 in Official Records Book 1282, Page 628; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 29, 1995 and recorded October 2, 1995 in Official Records Book 1283, Page 1488; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated June 28, 1996 and recorded July 11, 1996 in Official Records Book 1337, Page 635; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 1996 and recorded September 20, 1996 in Official Records Book 1351, Page 247; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated January 15, 1997 and recorded January 17, 1997 in Official Records Book 1374, Page 2249; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 24, 1997 and recorded September 29, 1997 in Official Records Book 1437, Page 1902; Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 11, 1997 and recorded January 20, 1998 in Official Records Book 1465, Page 62; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 25, 1998 and recorded October 2, 1998 in Official Records Book 1539, Page 2140; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 28, 1999 and recorded July 30, 1999 in Official Records Book 1642, Page 554; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2205; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded September 30, 1999 in Official Records Book 1659, Page 2215; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 1999 and recorded October 4, 1999 in Official Records Book 1660, Page 2871; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated December 10, 1999 and recorded December 14, 1999 in Official Records Book 1683, Page 1888; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated March 31, 2000 and recorded April 3, 2000 in Official Records Book 1721, Page 121; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated July 13, 2000 and recorded July 14, 2000 in Official Records Book 1755, Page 2242; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 2000 and recorded September 27, 2000 in Official Records Book 1787, Page 804; Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated November 2000 and recorded November 16, 2000 in Official Records Book 1806, Page 73; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 10, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1218; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 18, 2001 and recorded September 20, 2001 in Official Records Book 1932, Page 1346; Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties dated September 27, 2001 and recorded October 1, 2001 in Official Records Book 1937, Page 2387; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 27, 2002 in Official Records Book 2117, Page 2848; as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded December 26, 2002 in Official Records Book 2167, Page 1156, Public Records of Osceola County, Florida; and as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded April 10, 2003 in Official Records Book 2228, Page 1674, as amended by Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded September 30, 2004 in Official Records Book 2607, Page 1087 Public Records of Osceola County, Florida. (As to all Lands) (For so long as the subject property is encumbered by said Declaration)

13. Distribution Power Line Easement (Switch Gear) granted to Florida Power Corporation recorded August 28, 1996 in Official Records Book 1346, Page 2119; and First Amendment to and Relocation of Distribution Power Line Easement (Switch Gear) Recorded in Official Records Book 1346, Page 2119, Public Records of Osceola County, Florida, recorded July 21, 1998 in Official Records Book 1517, Page 2043, Public Records of Osceola County, Florida. (As to Lot 380)

16. Matters appearing on the Plat of Celebration Village Unit 2 as recorded in Plat Book 8, Page 185, Public Records of Osceola County, Florida; including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule A; as amended by that certain Partial Release of Easement recorded January 22, 2004 in Official Records Book 2427, Page 1235, Public Records of Osceola County, Florida. (As to Lot 380)

21. The Utility Easement reserved to The Celebration Company, a Florida corporation, in that certain Special Warranty Deed dated January 20, 2004 and recorded January 22, 2004 in Official Records Book 2427, Page 1334, Public Records of Osceola County, Florida, conveying the land described in Schedule A to Celebration Downtown Developers LLC, a Delaware limited liability company.

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BOUNDARY SURVEY (NOTES)**

NOTES (CONTINUED):

22. That certain Declaration of Covenants, Conditions, Restrictions and Obligations for Downtown Celebration recorded January 22, 2004 in Official Records Book 2427, Page 1265, Public Records of Osceola County, Florida. Such Declaration establishes and provides for a right of first refusal and easements.

23. Distribution Power Line Easement from Carlyle Developers, Inc to Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded November 2, 2005 in Official Records Book 2951, Page 537 of the Public Records of Osceola County, Florida.

24. That certain Parking Easement Agreement from Carlyle Developers, Inc to Celebration Community Development District recorded April 24, 2006 in Official Records Book 3135, Page 2723, Public Records of Osceola County, Florida.

25. All matters as set forth in that Special Warranty Deed from Celebration Downtown Developers, LLC to Carlyle Developers, Inc. dated August 12, 2004 and recorded August 24, 2004 in Official Records Book 2582, Page 1035 of The Public Records of Osceola County, Florida.

26. Amendment to Parking Easement Rights from Agreement from Celebration Downtown Developers to Carlyle Developers, Inc. by that instrument dated June 15, 2005 and recorded June 22, 2005 in Official Records Book 2819, Page 2646, as amended by the Second Amendment to Parking Easement Rights by that instrument dated August 11, 2005 and recorded April 24, 2006 in Official Records Book 3135, Page 2691, as amended by the Third Amendment to Parking Easement Rights by that certain instrument dated April 18, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2695 of the Public Records of Osceola County, Florida.

27. Parking Easement Agreement from Carlyle Developers, Inc. to Celebration Community Development District and Carlyle Residences at Celebration Condominium Association by that instrument dated April 19, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2723 of the Public Records of Osceola County, Florida. (As to Lot 380 and Tract 135).

29. Access Restriction Agreement from Carlyle Developers, Inc. to Celebration Community Development District and Carlyle Residences at Celebration Condominium Association by that instrument dated April 19, 2006 and recorded April 24, 2006 in Official Records Book 3135, Page 2766 of the Public Records of Osceola County, Florida. (As to Lot 380 and Tract 135).

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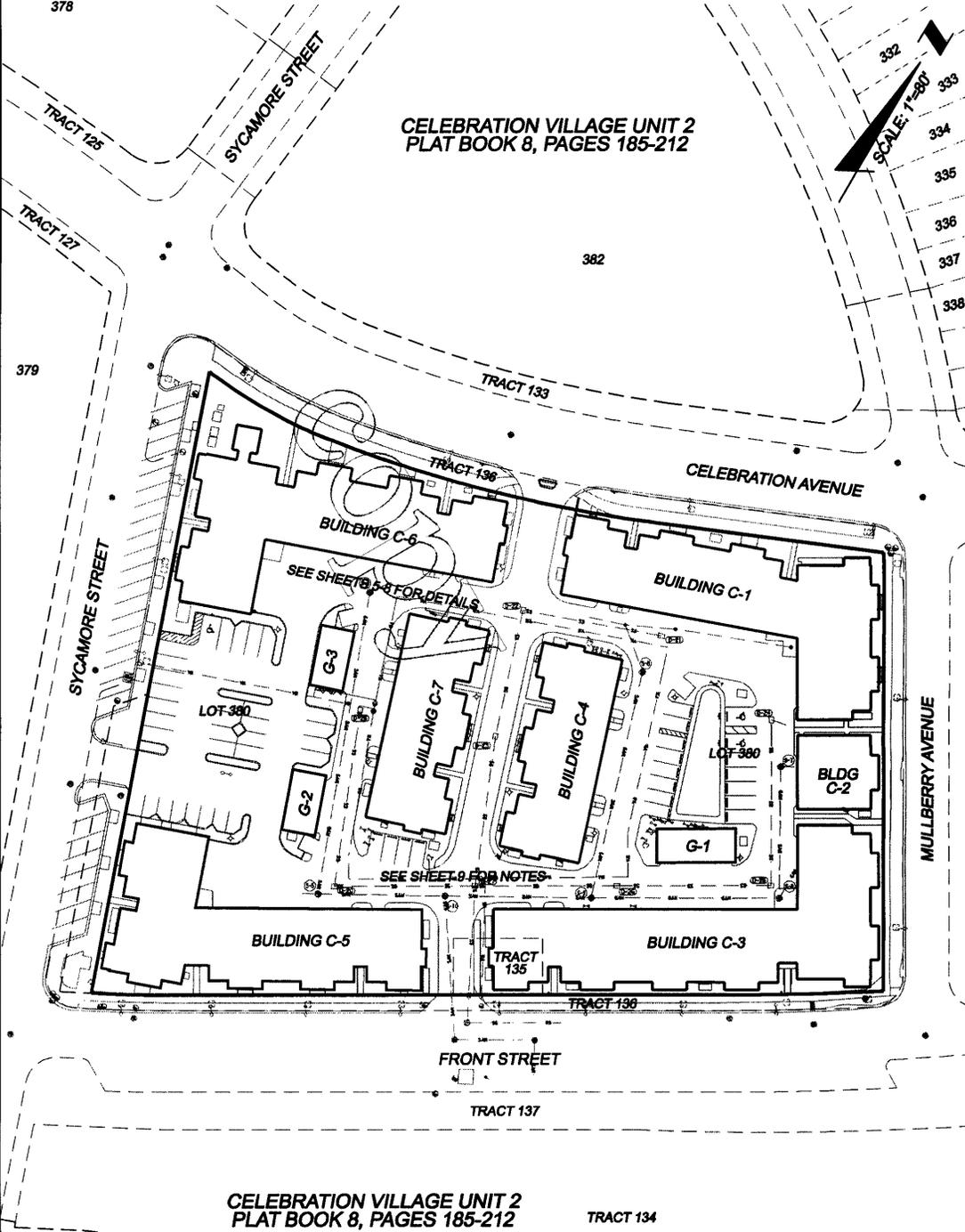
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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (OVERALL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

378



LEGEND

- = LIGHT POLE
- = LIGHT POLE
- = ELECTRIC BOX
- = TELEPHONE MANHOLE
- = SANITARY MANHOLE
- = STORM SEWER MANHOLE
- = IRRIGATION VALVE BOX
- = FIRE HYDRANT
- = WATER VALVE COVER
- = VALVE COVER

ABBREVIATIONS

- BF = BACKFLOW PREVENTER
- PIV = POST INDICATOR VALVE
- FDC = FIRE DEPARTMENT CONNECTION
- CB = CATCH BASIN
- A/C = AIR CONDITIONER PAD
- P = PLANTER
- T = TRANSFORMER
- WM = WATER METER
- WV = WATER VALVE

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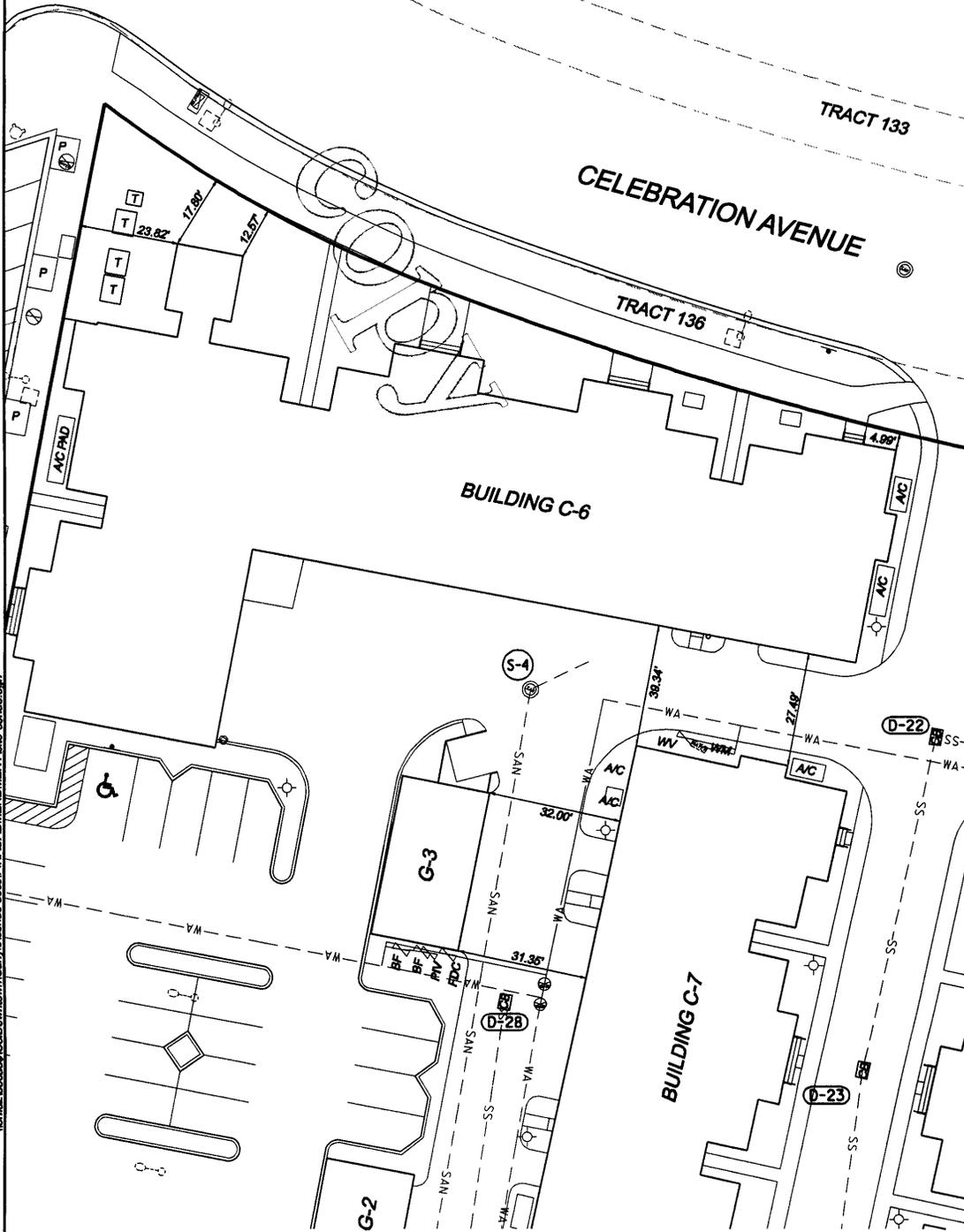
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Sheet 4 of 15

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212

382



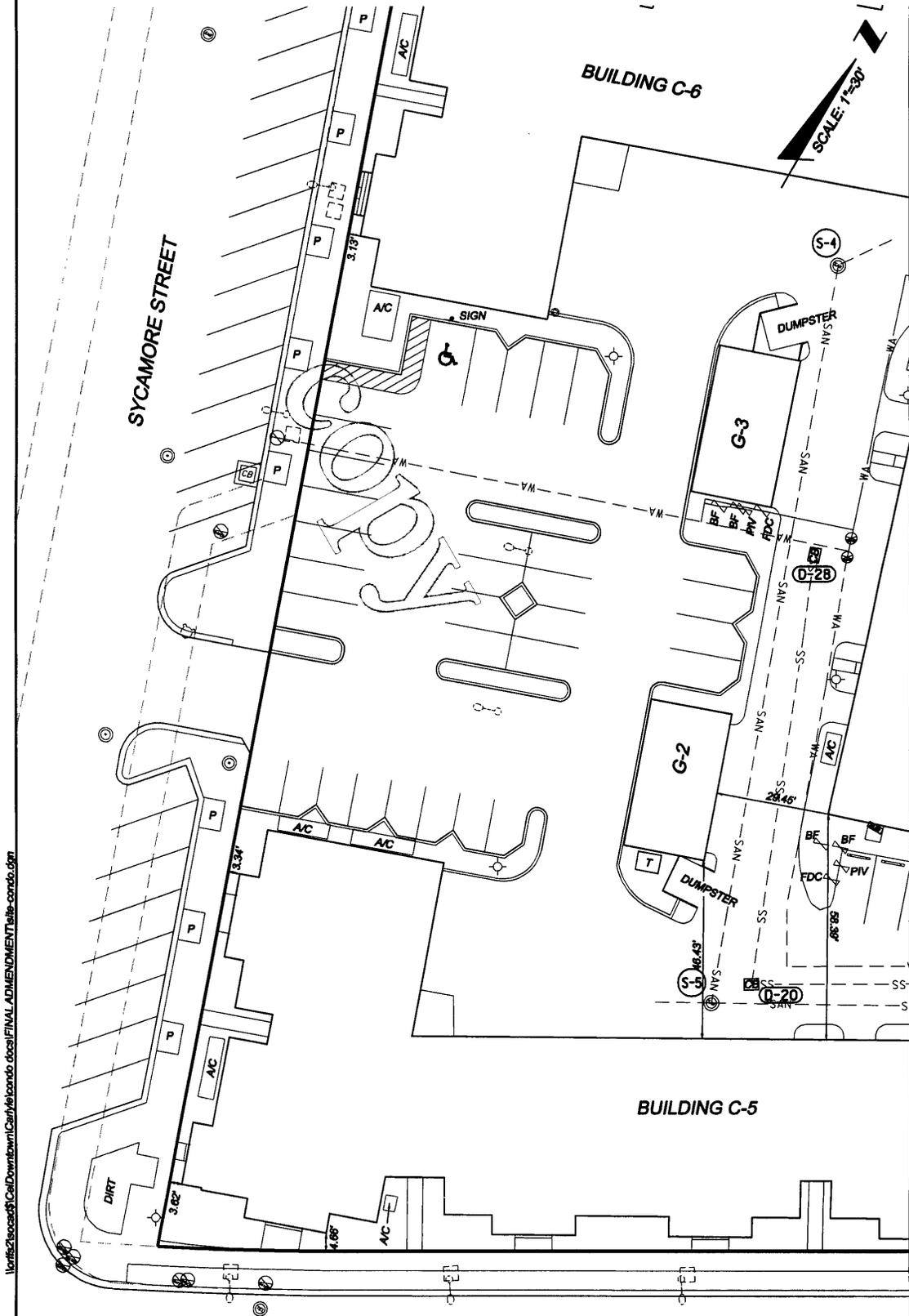
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Sheet 5 of 15

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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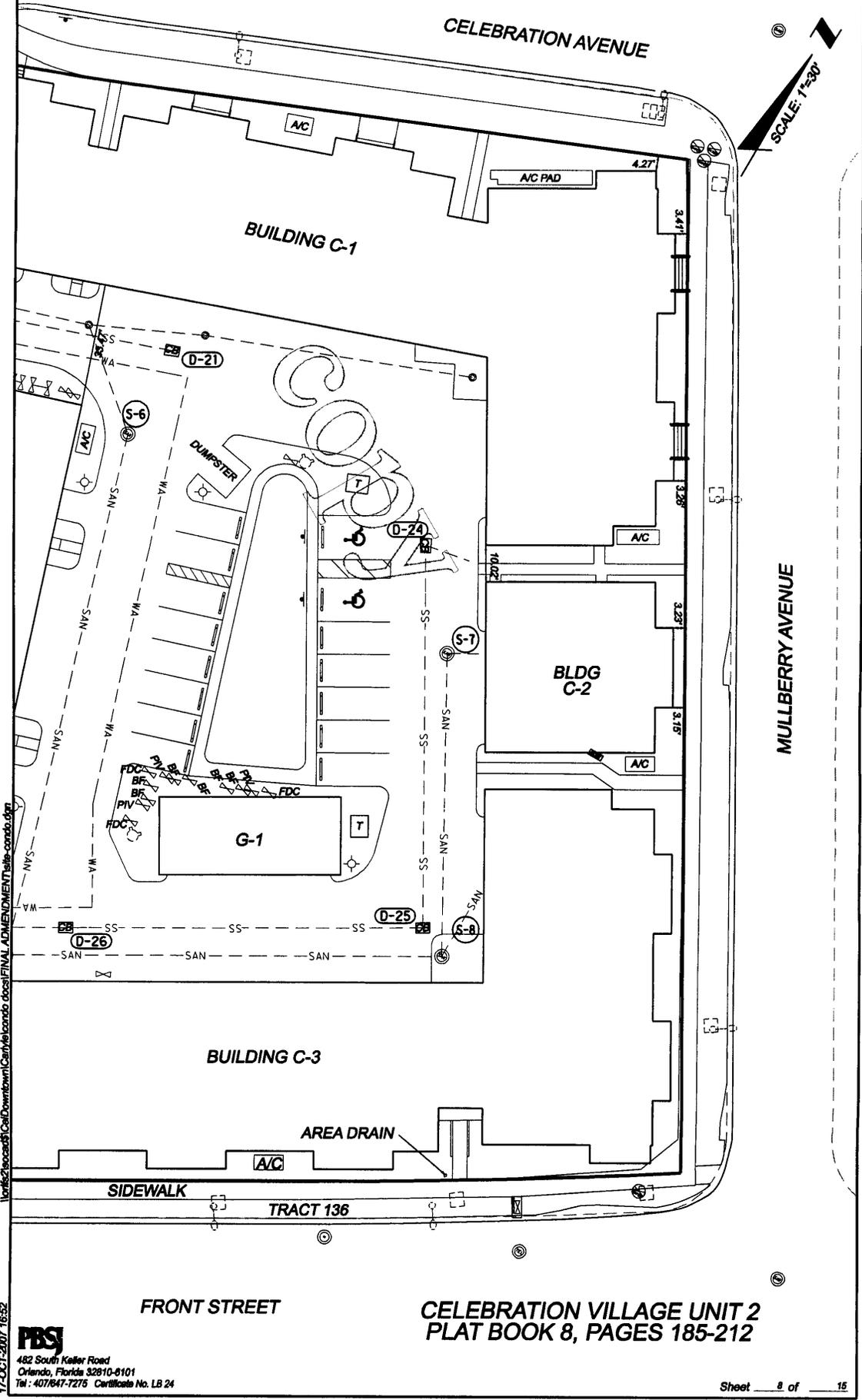
CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212

FRONT STREET

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Sheet 8 of 15

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 SITE PLAN (DETAIL)
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



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**CELEBRATION VILLAGE UNIT 2
 PLAT BOOK 8, PAGES 185-212**

Sheet 8 of 15

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SITE PLAN (NOTES)**

NOTES:

1. *Field Work was completed on September 25, 2007.*
2. *Building ties shown are As-Built locations to the outside of the concrete block walls at the foundation level.*
3. *The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.*
4. *Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.*
5. *All A/C Units, A/C pads, Balconies and Patios, unless otherwise noted, are Limited Common Elements.*
6. *Chase and Columns within each unit are Common Elements.*
7. *Walls and Columns separating units from other units or from Common Elements are Common Elements.*
8. *Stairways and Elevators servicing only one unit, if any, are part of that unit.*
9. *Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, Cooling Towers and Service corridors are Common Elements.*
10. *Roof Decks are not accessible.*
11. *Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.*

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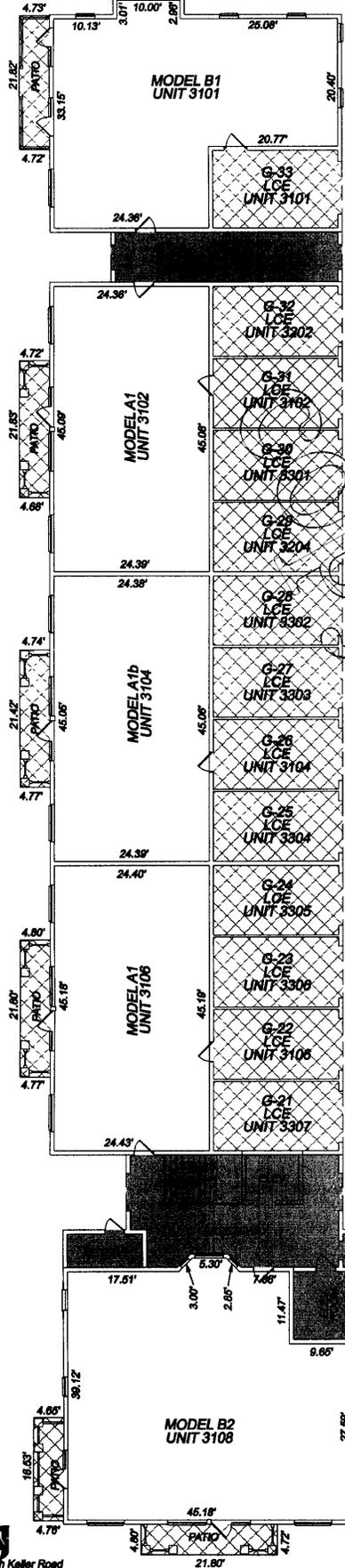
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Sheet 9 of 15

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 1ST FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on September 25, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

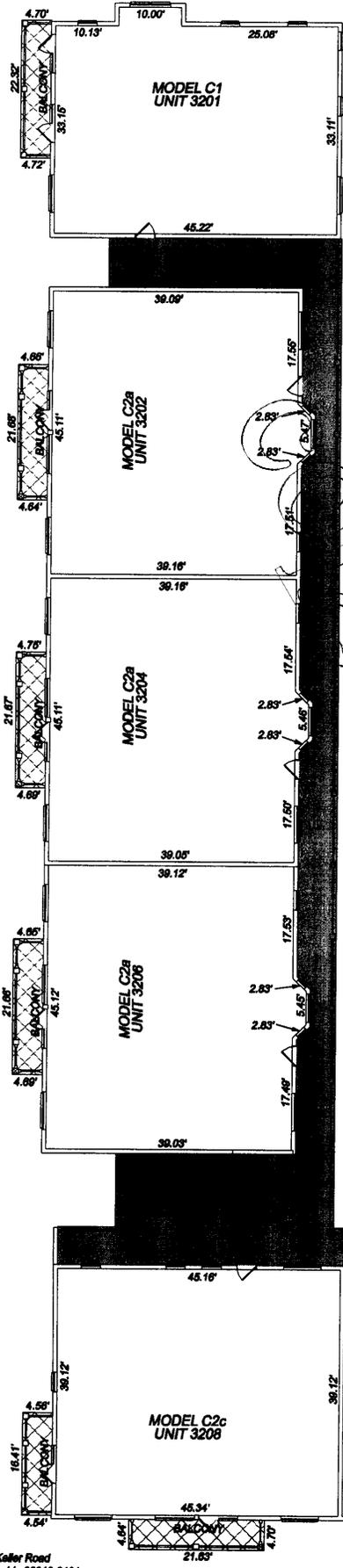
LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Cross-hatch pattern] = LIMITED COMMON ELEMENTS
- [Solid black] = COMMON ELEMENTS

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Tel : 407/647-7275 Certificate No. LB 24

**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 2ND FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on September 25, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.

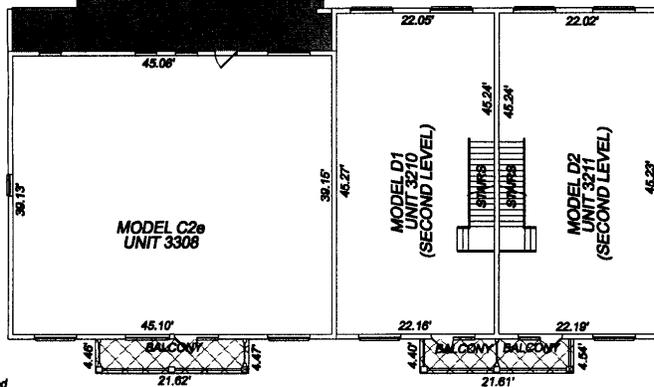
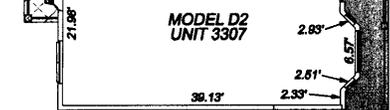
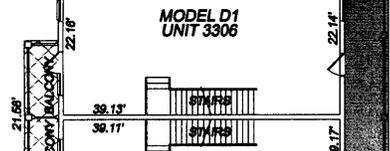
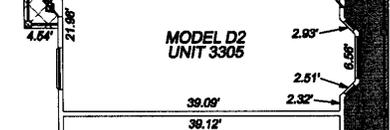
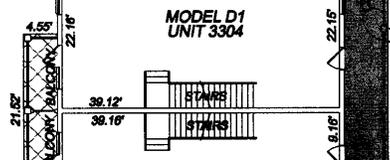
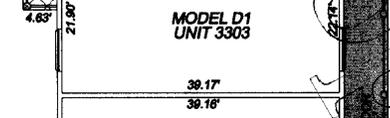
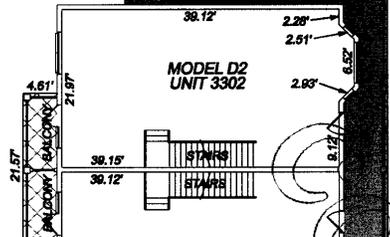
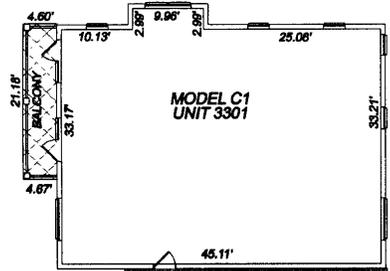
LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Cross-hatch symbol] = LIMITED COMMON ELEMENTS
- [Black fill symbol] = COMMON ELEMENTS

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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
BUILDING C-3, 3RD FLOOR
PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on September 25, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



LEGEND

- GPS = GARAGE PARKING SPACES
- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
- [Cross-hatched box] = LIMITED COMMON ELEMENTS
- [Solid black box] = COMMON ELEMENTS

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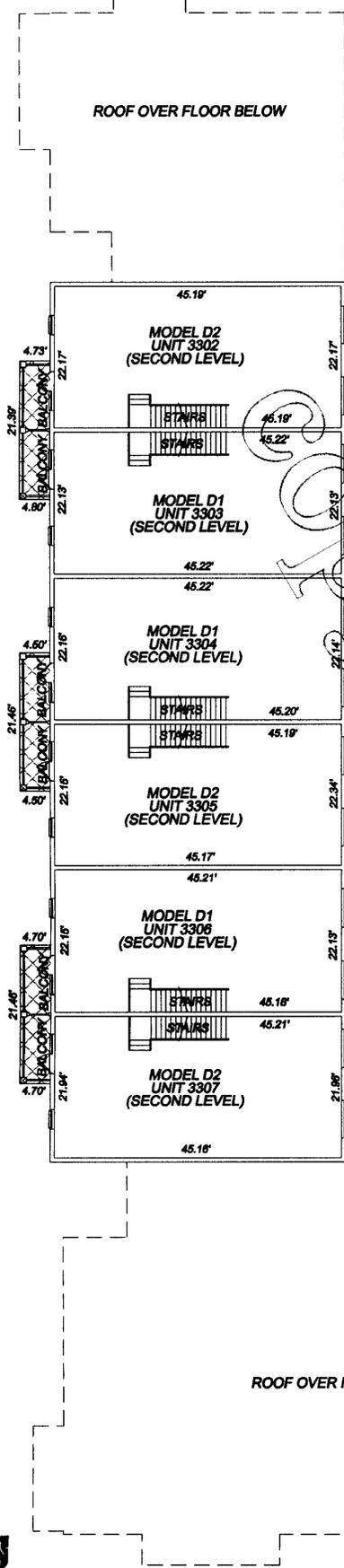
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**EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-3, 4TH FLOOR
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



NOTES:

1. Field Work was completed on September 25, 2007.
2. Dimensions shown within the units are as built measurements between and along the undecorated face of the drywall that faces the interior of the wall.
3. The Uncovered Parking Spaces (those that are not located within a Garage) shown are Common Elements. All Garage Parking Spaces (GPS) labeled as LCE are Limited Common Elements.
4. Electrical rooms, Mechanical rooms, Meter rooms, Domestic Pump room, Fire Pump room, Service corridors, Trash chutes, Trash room, Loading Area and Stairways servicing more than one unit are Common Elements.
5. All A/C and A/C units, Balconies and Patios, unless otherwise noted, are Limited Common Elements.
6. Chase and Columns within each unit are Common Elements.
7. Walls and Columns separating units from other units or from Common Elements are Common Elements.
8. Stairways and Elevators servicing only one unit, if any, are part of that unit.
9. Roof Decks, Mechanical Equipment rooms, Anchors, Elevators, Stairways servicing more than one unit, Trash chutes, and Service corridors are Common Elements.
10. Roof Decks are not accessible.
11. Do not operate vehicle engine with garage door closed. Carbon Monoxide Emission is lethal.



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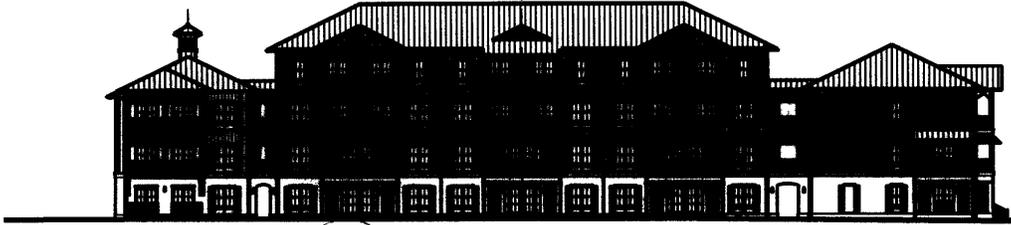
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- LCE = LIMITED COMMON ELEMENTS
- ELEV = ELEVATOR
- MECH = MECHANICAL ROOM
-  = LIMITED COMMON ELEMENTS
-  = COMMON ELEMENTS

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
 CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
 BUILDING C-3, ELEVATIONS
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DETAIL B ▲ DETAIL A



DETAIL A



DETAIL B

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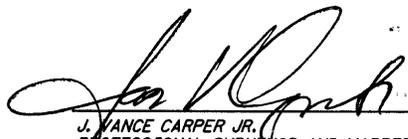
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Sheet 14 of 15

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
CARLYLE RESIDENCES AT CELEBRATION, A CONDOMINIUM
SURVEYOR'S CERTIFICATION

SURVEYOR'S CERTIFICATION

The undersigned hereby certifies that I am a Professional Surveyor and Mapper, duly authorized to practice in the State of Florida, and that the improvements constituting Buildings C-1, C-2, C-3, C-4, C-5, C-6, and C-7 in CARLYLE RESIDENCES AT CELEBRATION, a Condominium, are substantially complete such that this Exhibit "B", pages 1 through 15 inclusive, all of which are annexed and expressly made a part of the Declaration of Condominium of CARLYLE RESIDENCES AT CELEBRATION, a Condominium, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials; and that all planned improvements serving said Building C-1, C-2, C-3, C-4, C-5, C-6, and C-7, including but not limited to, landscaping, utility services, and access to said Units and Common Element facilities serving said Buildings have been substantially completed.


J. VANCE CARPER JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3598



NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

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JOINDER AND CONSENT OF MORTGAGEE

SUNTRUST BANK, a national banking association ("Mortgagee"), as agent for itself and other lenders, being the holder of that certain Mortgage, recorded August 24, 2004, in Official Records Book 2582, Page 1040, of the Public Records of Osceola County, Florida, hereby consents to the filing of the foregoing Third Amendment to the Declaration of Condominium ("Declaration") of Carlyle Residences at Celebration, a Condominium ("Condominium"), in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Condominium. Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities contained in the Declaration or other documents used in connection with the promotion of the Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK,
a national banking association

Marya I. Santiago
Signature

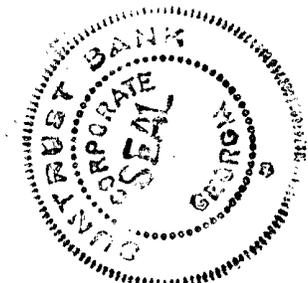
Marya I. Santiago
Print Name

By: *Carl W Mazorek*
Name: Carl Mazorek
Title: First Vice President

Patricia E. Colaveri
Signature

PATRICIA E. COLAVERI
Print Name

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF ORANGE

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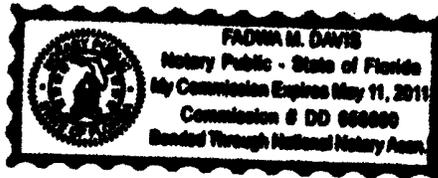
The foregoing instrument was acknowledged before me this 2nd day of OCT., 2007, by CARL MAZOREK, as FIRST VICE PRESIDENT of SunTrust Bank, on behalf of the bank. He is personally known to me or has produced _____ as identification.

Padwa M. Davis
Notary Public

Name of Notary printed:

PADWA M. DAVIS

My Commission Expires: MAY 11, 2011



FTL_DB: 1073491_1
9/27/07

JOINDER AND CONSENT OF MORTGAGEE

THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership ("Mortgagee"), as agent for itself and other lenders, being the holder of that certain Mortgage entered into between MARK SPIRTIS and CARLYLE DEVELOPERS, INC., a Florida Corporation, recorded August 24, 2004, in Official Records Book 2582, Page 1074, of the Public Records of Osceola County, Florida, as assigned to THE SPIRTIS FAMILY LIMITED PARTNERSHIP in an instrument recorded June 26, 2006, in Official Records Book 3198, at page 1437, of the Public Records of Osceola County, Florida, together with any and all amendments thereto, hereby consents to the filing of the foregoing Third Amendment to the Declaration of Condominium ("Declaration") of Carlyle Residences at Celebration, a Condominium ("Condominium"), and hereby reaffirms its consent to the filing of that certain First Amendment to the Declaration of Condominium of Carlyle Residences at Celebration, a Condominium, dated the 19th day of June, 2007, and recorded in Official Records Book 03508, Page 1625, of the Public Records of Osceola County, Florida, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Condominium. Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities contained in the Declaration or other documents used in connection with the promotion of the Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon.

Signed, sealed and delivered in the presence of:


Signature

Dawn Schwebel
Print Name


Signature
STEVEN LEE CHRISTY
Print Name

THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership, formerly known as THE SPIRTIS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

By: SPIRTIS FAMILY CORP.,
A Florida corporation
Its: General Partner

By: 
Mark Spirtis
Its: President

(Corporate Seal)

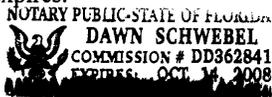
STATE OF FLORIDA)
)
) :ss
COUNTY OF PAUM BEACH)

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by Mark Spirtis, as President of SPIRTIS FAMILY CORP., a Florida corporation, General Partner of THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership, formerly known as THE SPIRTIS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership. He is personally known to me or has produced personally known as identification.


Notary Public
Name of Notary printed:

Dawn Schwebel

My Commission Expires:



FTL_DB: 1073491_1
9/27/07

***CONDOMINIUM
GOVERNANCE FORM***

**DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes**

1940 North Monroe Street
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.MyFlorida.com/dbpr/



This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

Meetings and Notices

1. Associations must provide at least 48 hours notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine against a unit owner, if the documents provide that the association may impose a fine against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope, candidate certification form and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.

2. The board must prepare an annual budget of the revenues and expenses and send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report must be prepared as follows:
 - a. If the association consists of 50 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
 - b. If the association consists of more than 50 units and has revenues of at least \$100,000, it must prepare a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles.

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owners must provide proof of the hazard and liability policy for their unit upon request by the association. A unit owner's failure to provide proof of insurance may result in the association purchasing a policy, and the cost of the policy, or the cost of any reconstruction undertaken by the association in the absence of such a policy, may become a lien on the unit.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners Rights

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
4. Exclusive ownership and possession of their condominium unit.
5. Membership in the association and full voting rights as provided in the declaration of condominium.
6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association.
8. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
9. Attend and participate in unit owner meetings.
10. Vote on issues presented for a unit owner vote and elections.
11. Bring any concerns or problems to the board of directors' attention.
12. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
13. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
14. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
15. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.

2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

Revised 11/08

DISCLAIMER

Charlie Eldredge provides this document for reference purposes only. I have made every effort to include all the forms necessary to comply with the disclosure requirements of Florida Law, but

I DO NOT GUARANTEE THE COMPLETENESS OF THIS DOCUMENT

**USE OF THIS DOCUMENT IN CONNECTION TO A REAL ESTATE TRANSACTION IS
AT YOUR OWN RISK.**

By using this document, you agree to indemnify Charlie Eldredge against any claim for loss in relation to the use of this document.

Items known to be missing from this package.

- None known to be missing*
- Declaration of Condominium,
- Articles of Incorporation of the Association,
- Bylaws
- Rules of the Association
- Most-recent year-end Financial Information
- Frequently Asked Questions and Answers
- Optional State Governance Form

***This does not mean that all items are present in this package!
You must confirm the contents of this package before using it
in a real estate transaction!**

**PLEASE CONTACT THE CONDO ASSOCIATION
TO OBTAIN ANY MISSING ITEMS!!**