

LARRY WHALEY 204P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

Return to: (enclose self-addressed stamped envelope)

Name:

Sandra E. Krumbein, Esq.

Address:

Ruden, McClosky, Smith  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Sandra E. Krumbein, Esq.  
Ruden, McClosky, Smith  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

CL 2005112409 OR 2778/1488  
LMC Date 05/13/2005 Time 11:15:25

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF CONDOMINIUM  
OF  
GEORGETOWN AT CELEBRATION, A CONDOMINIUM**

North Village Tarragon, LLC, a Florida limited liability company ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809, hereby makes this Declaration of Condominium of Georgetown at Celebration, a Condominium ("Declaration") to be recorded amongst the Public Records of Osceola County, Florida ("County"), where the Land is located, and states and declares:

**1. SUBMISSION STATEMENT**

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

**2. NAME**

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

**GEORGETOWN AT CELEBRATION, A CONDOMINIUM**

**3. LAND**

The land which will have become part of the Condominium Property when this Declaration is recorded is described in Exhibit A ("Land") attached hereto and made a part hereof.

#### 4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.3. "Association" means Georgetown at Celebration Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.

4.4. "Board" means the Board of Directors of the Association.

4.5. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.6. "CDD" or "District" means the Community Development District known as Celebration Community Development District, which has the power to impose taxes or assessments, or both taxes and assessments, on this property through a special taxing district. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law.

4.7. "Celebration" means that certain master planned community located in the County being developed by Declarant and of which the Condominium is a portion.

4.8. "Common Elements" means:

4.8.1. The Condominium Property, other than the Units;

4.8.2. Easements through the Units, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Units and the Common Elements;

4.8.3. An easement of support in every portion of a Unit which contributes to the support of a Building;

4.8.4. Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation; and

4.8.5. Such portion or portions of the Land, when, as and if same are submitted to

condominium ownership.

4.9. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Condominium Assessments, rents, profits and revenues, on account of the Common Elements) over the Condominium Common Expenses.

4.10. "Community Documents" means the Community Charter, the Supplement to Community Charter, the Articles of Incorporation and By-Laws of the Residential Association, any rules and regulations promulgated by the Residential Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

4.11. "Condominium" means that portion of the Land and the improvements thereon being submitted to condominium ownership pursuant to this Declaration, as the same may be amended from time to time.

4.12. "Condominium Assessments" means the assessments for which all Owners are obligated to the Association and include:

4.12.1. "Annual Assessment," which includes, but is not limited to, each Owner's annual share of funds required for the payment of Condominium Common Expenses as determined in accordance with this Declaration; and

4.12.2. "Special Assessments," which include any Condominium Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 19.3 herein.

4.13. "Condominium Common Expenses" means common expenses for which the Owners are liable to the Association as defined in the Act and as described in the Condominium Documents (as opposed to Common Expenses which are incurred by the Residential Association pursuant to the Community Documents) and include:

4.13.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.13.2. Any other expenses designated, not inconsistent with the Act, as Condominium Common Expenses from time to time by the Board.

4.14. "Condominium Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.15. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(n) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Declarant, the Residential Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer or Declarant, the title to which is hereby specifically reserved unto Developer or Declarant, as the case may be, their respective successors and/or assigns.

4.16. "County" means Osceola County, Florida.

4.17. "Declarant" means The Celebration Company, a Florida corporation, the developer of Celebration.

4.18. "Declaration" means this document and any and all amendments or supplements hereto.

4.19. "Developer" means North Village Tarragon, LLC, a Florida limited liability company, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Condominium Documents. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.20. "Garages" means the one hundred twenty-three (123) covered garage parking spaces on the Condominium Property. Seventy-two (72) Garages are contained within the Buildings and fifty-one (51) Garages are contained within separate detached garage buildings ("Garage Buildings") located on the Condominium Property). Every assigned Garage will be a Limited Common Element to the Unit to which it is assigned. The Unit to which such use of a particular Garage is assigned shall have the exclusive right to the use thereof.

4.21. "Georgetown at Celebration, a Condominium" means the name given to the residential development which has been developed by Developer by conversion, and which contains three hundred fifteen (315) Units contained within thirty-one (31) two (2)- and three (3)-story buildings ("Buildings") and the land and facilities serving the Units, including one hundred twenty-three (123) garage parking spaces ("Garages") (seventy-two [72] Garages are contained within the Buildings and fifty-one [51] Garages are contained within separate detached garage buildings ["Garage Buildings"] located on the Condominium Property), one hundred twenty-one (121) storage spaces ("Storage Spaces") and recreational facilities for the use of the Owners, which consist of a

swimming pool with pool side gazebo and bar, clubhouse, fitness center, tennis and basketball courts and a management office.

4.22. "Institutional Mortgagee" means Developer or any of its affiliates, designees or other entities related to Developer, any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a New York State banking corporation or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of the Condominium and which holds a first mortgage upon such portion of the Condominium as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (vi) any "Secondary Mortgage Market Institution," including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit; (vii) Developer, its successors and assigns, Tarragon South Development Corp., its successors and assigns; or (viii) Tarragon Corporation, its successors and assigns.

4.23. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.24. "Legal Fees" means: (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

4.25. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Units to the exclusion of other Units as more particularly described in Paragraph 5.3.

4.26. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Unit of which the Association has been notified pursuant to Paragraph 28.2 herein.

4.27. "Owner" means "unit owner," as defined in the Act, and is the owner of a Unit.

4.28. "Parcel Declaration" means the Declaration of Covenants, Conditions, Restrictions

and Obligations for Lot 331 and a Portion of Lot 332, and Tracts 42, 85 and 86, Celebration North Village Unit 6, as recorded in Official Records Book 1539, Page 2066, of the Public Records of Osceola County, Florida. Declarant sets forth restrictions and obligations therein with respect to Georgetown at Celebration, a Condominium.

4.29. "Public Records" means the Public Records of the County.

4.30. "Residential Association" means the Celebration Residential Owners Association, Inc., a Florida corporation not for profit, organized to administer the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties recorded in Official Records Book 2338, Page 2780, of the Public Records of the County, and all amendments and supplements thereto ("Community Charter") and having among its members the Owners and all other owners of residential property within Celebration. Declarant sets forth a plan for development therein and provides that assessments for the "Common Expenses" of the land areas designated therein as "Common Areas" (as such terms are defined in the Community Charter) are applicable to all owners of residential property within Celebration, including the Owners of Units in the Condominium. The Supplement to Community Charter which has been recorded in the Public Records of the County and submits the Condominium Property to the jurisdiction of the Community Charter imposes additional use restrictions and monetary obligations on the Condominium Property.

4.31. "Storage Spaces" means the one hundred twenty-one (121) storage room spaces located on the Condominium Property. Every assigned Storage Space will be a Limited Common Element to the Unit to which it is assigned. The Unit to which such use of a particular Storage Space is assigned shall have the exclusive right to the use thereof.

4.32. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

## 5. DESCRIPTION OF IMPROVEMENTS

### 5.1. Description of Improvements.

The portion of the Land and improvements being submitted to condominium ownership pursuant to this Declaration are described on the "Survey" (as hereinafter defined). The improvements in the Condominium include three hundred fifteen (315) Units, in thirty-one (31) two (2) and three (3)-story residential Buildings, each of which is designated as described in Article 5.2.2; certain landscaping and driveway areas; Garages, Garage Buildings; Storage Spaces; recreational facilities for the use of the Owners, which consist of a swimming pool with pool side gazebo and bar, clubhouse, fitness center, tennis and basketball courts and a management office; and easement rights in certain property within the Land.

### 5.2. Survey.

5.2.1. Annexed hereto as Exhibit B and made a part hereof is the Survey, Plot Plan

and Graphic Description of Improvements for the Condominium which includes a survey of the land, a graphic description of the improvements in which the Units and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and every Unit, their relative location and approximate dimensions. There is attached to the Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Units. Each Unit shall be identified by a one (1)- or two (2)-digit number (representing the Building) and a three (3)-digit number representing the Unit location. The first digit of the "three-digit" number refers to the floor on which the Unit is located and the following two (2) digits identify the Units, which are consecutively numbered as to each floor (e.g. 4101 for the first Unit on the first floor of Building four, etc.) and is so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium.

### 5.3 Limited Common Elements.

5.3.1 Porches or Balconies. Each area shown as a "Porch" or "Balcony" on the Survey shall be a Limited Common Element to the Unit to which it is adjacent, which Porch or Balcony shall be maintained by the Owner as well as any sliding doors or screens adjacent to or part of any Porch or Balcony. In the event a repair related to the construction of the Porch or Balcony is required, the Association shall be responsible for such repair. If an Owner installs a covering on the surface of a Porch or Balcony, such as but not limited to tile, then the covering shall remain the personal property of such Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Porch or Balcony. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Porches and Balconies.

5.3.2 Concrete A/C Pads. Each area shown as a "Concrete A/C Pad" on the Survey is the area upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, and shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by the Owner whose Unit is served thereby.

5.3.3 Driveways. Each area shown on the Survey as a "Driveway," which is limited to the amount of space required to park a vehicle, shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit to whom the particular Garage is assigned, which Driveway shall be maintained by the Association.

5.3.4. Garages. Each area shown on the Survey as a "Garage" shall be a Limited Common Element reserved for the exclusive use of the Owner to whom the Garage is assigned. The stairways which are attached to, or provide access to, or exclusively serve a particular Unit shall be

deemed part of the Garage, and such stairway shall be maintained by the Owner to whom the particular Garage is assigned. The exteriors of the buildings containing Garages shall be maintained by the Association, and the Owners of the Units to whom the particular Garages are assigned shall be responsible to maintain the interior of such Garages (including any stairway or interior stairway doors adjacent to or part of any Garage, as the case may be), as well as the garage doors and garage door openers, including all replacement and repair thereof, as necessary.

5.3.5. Storage Space. Each area shown on the Survey as a "Storage Space" shall be a limited Common Element reserved for the exclusive use of the Owner to whom the particular Storage Space is assigned. The exteriors of the Buildings containing the Storage Spaces shall be maintained by the Association, and the Owners of Units to whom the particular Storage Spaces are assigned shall be responsible to maintain the interior of such Storage Space.

## 6. UNDIVIDED SHARES IN COMMON ELEMENTS

### 6.1. Appurtenance.

6.1.1. Ownership of the Common Elements and Membership in the Association. Each Unit shall have as an appurtenance thereto one (1) vote in the Association and an undivided share of ownership in the Common Elements based on the relative square footage of the Unit to the total square footage of all of the Units contained in the Condominium, as shown on Exhibit E hereto.

6.1.2. Right to Use Common Elements. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of the Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

### 6.2. Share of Condominium Common Expenses and Common Surplus.

The Condominium Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Owner's share of ownership of the Common Elements.

## 7. VOTING INTERESTS

### 7.1. Voting Interest.

The Owner or Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit ("Voting Interest") in the Association as to matters on which a vote by Owners is taken as provided under the Condominium Documents and the Act.

### 7.2. Voting By Corporation or Multiple Owners.

The Voting Interest of the Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Owners of such Unit or, if appropriate, by properly designated

officers, principals or partners of the respective legal entity which owns the Unit and filed with the Secretary of the Association. If a Voting Certificate is not on file, the Voting Interest associated with a Unit where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

### 7.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Paragraph 7.2 above, whenever any Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where ~~only one~~ (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

### 7.4. Voting by Proxy.

Except as specifically otherwise provided in the Act, Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)2 of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

#### 7.5. Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)3 of the Act.

#### 7.6. Eligibility of Directors.

In accordance with Section 718.112(2)(d)1 of the Act, except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that, if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

### 8. PLAN FOR DEVELOPMENT

8.1. Developer is the developer of Georgetown at Celebration, a Condominium, located in the community of Celebration within the County. The Condominium includes three hundred fifteen (315) Units contained within ~~thirty-one (31) two (2)- and three (3)-story Buildings~~ and the land and facilities serving the Units, including one hundred twenty-three (123) garage parking spaces ("Garages") (seventy-two [72] ~~Garages~~ are contained within the Buildings and fifty-one [51] ~~Garages~~ are contained within separate detached garage buildings ["Garage Buildings"] located on the Condominium Property), one hundred twenty-one (121) storage spaces ("Storage Spaces") and recreational facilities for the use of the Owners, which consist of a swimming pool with pool side gazebo and bar, clubhouse, fitness center, tennis and basketball courts and a management office.

8.2. Declarant is the developer of Celebration. The Community Charter sets forth the plan for development of Celebration by the Declarant. Celebration is a mixed-use development containing both residential and non-residential properties, as well as recreational facilities, preserves and other areas, being the "Common Areas" of Celebration, as described in the Community Charter. The Celebration Common Areas are owned and operated by the Residential Association. All Owners in the Condominium have the right to use the Common Areas, as further described in the Community Charter.

8.3. A uniform community development district known as Celebration Community Development District (the "CDD") has been established pursuant to Chapter 190 of the Florida Statutes to administer that portion of Celebration in which the Condominium is located.

### 9. ASSOCIATION

#### 9.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of this Condominium. Each Owner shall be a member of the Association as provided in the Condominium Documents, and shall also be a member of the Residential Association as provided in the Community Charter. A copy of the Articles are attached hereto as Exhibit C and made a part

hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

9.2. Conveyance to Association.

The Association is obligated to accept any and all conveyances to it by Developer of a fee simple title, easements or leases to all or portions of its property.

9.3. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

9.4. Relationship to the Residential Association

The Residential Association has been organized for the purpose of administering the covenants and obligations relating to the "Common Areas" in Celebration, as defined in the Community Charter, the use of which is shared by all residential owners within Celebration, as set forth in the Community Charter. All Owners within the Condominium have use rights to the Celebration Common Areas and are obligated to pay assessments to the Residential Association for the "Common Expenses" thereof, which shall be assessed and collected by the Celebration Joint Committee, Inc., as defined and described in the Community Charter.

9.5. The Supplement to Community Charter which commits the Land to the terms and provisions of the Community Charter has been recorded in the Public Records of the County and contains certain restrictions in addition to the Community Charter and this Declaration to which all Units and Owners are subject.

9.5.1 Supremacy of the Community Documents. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to the Condominium Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Community Documents and the Community Charter. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Residential Association pursuant to the Community Charter. The Association shall take no action in derogation of the rights of the Residential Association.

9.5.2. Cumulative Effect; Conflict. The provisions of the Condominium Documents shall be cumulative with the provisions of the Community Documents; however, in the event of conflict between or among the provisions of the Condominium Documents and the Community Documents, the latter (i.e., the Community Documents) shall be superior so long as the restrictions and conditions contained within the Community Documents does not conflict with the powers and duties of the Association or the rights of Owners as provided in the Act. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Residential Association .

## 10. EASEMENTS

### 10.1. Perpetual Nonexclusive Easement to Public Ways and the Condominium Property.

The walks and other rights-of-way, if any, in the Condominium as shown on the Exhibit B or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets and the Condominium Property, which easement is hereby created in favor of all the Owners in the Condominium now or hereafter existing for their use and enjoyment and for the use and enjoyment of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

### 10.2. Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of the Condominium for ingress and egress and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and

necessary and proper for the Condominium. Until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later, Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

### 10.3. Easement for Encroachments.

10.3.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

10.3.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Unit and the Owners thereof, their family members, guests, invitees and lessees for air space for any Balcony of any Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Unit in whose favor such easements exist.

10.3.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

### 10.4 Reservation for Periodic Inspections.

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, which may include, without limitation, photographing and/or videotaping such property and improvements, it shall pay all costs thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Unit(s) from any damages resulting therefrom. If Developer desires to inspect a Limited Common Element appurtenant to only one (1) Unit, Developer shall provide reasonable prior notice to the affected Owner, except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements in a manner consistent with the provisions of the Declaration or the Community Charter, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements in such a manner shall relieve Developer and any predecessor Developer of any liability to the Association or to any Owner or occupant of a Unit for any condition of the Common Elements. Developer hereby reserves the right of entry on, over,

under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

#### 10.5. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the storm water management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations and that certain Easement, Use and Maintenance Agreement, as recorded in Official Records Book 1539, Page 2162, of the Public Records the County, is hereby granted to each Owner and to all applicable governmental authorities.

#### 10.6. Easements for Maintenance, Emergency, and Enforcement.

Developer grants to the Association easements over the Condominium Property as necessary for the Association to fulfill its maintenance responsibilities under this Declaration. The Association shall also have an easement and the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Condominium Documents. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capabilities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Developer grants to the Association, subject to any required notice, an easement and right to enter a Unit to abate a Condominium Documents violation and/or to remove any structure, thing, or condition that violates the Condominium Documents. Any costs incurred, including Legal Fees, shall be assessed against the Owner.

### 11. LIABILITY INSURANCE PROVISIONS

#### 11.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium Property, excluding the Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium Property, legal liability arising out of law suits related to employment

contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to the Condominium in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Developer or any other Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to each Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own Unit and, if the Owner so determines, for supplementing any insurance purchased by the Association. Each Owner shall also be responsible for the purchasing of insurance which covers damage to other Units caused by the Owner's negligence. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

#### 11.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

#### 11.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 11 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

### 12. PROVISIONS RELATING TO CASUALTY INSURANCE AND

## DESTRUCTION OF IMPROVEMENTS

### 12.1. Hazard Insurance.

Each Owner shall be responsible for the purchase of casualty insurance for all of his personal property including all floor, wall, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance for all portions of the Condominium Property located outside the Units, for the drywall located within the Units and all portions of the Condominium Property for which this Declaration otherwise requires coverage by the Association, all of which insurance shall insure all of the insurable improvements on or within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building and Garage Building now located or which may hereafter be located, built or placed within the Condominium Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Building" as used in this Article 12 does not include Unit floor coverings, wall coverings or ceiling coverings. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings and Garage Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings and Garage Buildings in construction, location and use.

### 12.2. Flood Insurance.

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium Property, if available and at a reasonable premium, under the National Flood Insurance Program or any other governmental regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall

be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings, Garage Buildings and other insurable property located in the flood hazard area.

### 12.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium Property operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units within the Condominium Property ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within the Condominium Property, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

### 12.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds

thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 12.5. Restrictions of Mortgagees.

No mortgagee shall have the right to determine that the Condominium shall not be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

#### 12.6. Distribution of Insurance Proceeds and Losses.

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Owners and mortgagees under the following terms:

12.6.1. Loss to Unit Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any other improvements within the Condominium Property, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Unit alone, the Common Elements or any combination thereof.

12.6.2. Loss to Units and Common Elements. In the event that a loss occurs as a result of damages to the improvements within the Common Elements and/or Units and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens

to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against each Unit setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 12.6.2(b) immediately preceding.

12.6.3. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

12.6.4. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

12.6.5. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium Property, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the Condominium Property as previously constructed shall require approval by the Lead Mortgagee.

12.6.6. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within the Units alone, Common Elements alone or to improvements within any combination thereof.

12.6.7. Insurance Amounts. Notwithstanding anything in this Article 12 to the contrary, the amounts set forth for the purchase of insurance in this Article 12 are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

12.6.8. Miscellaneous Policy Requirements. Policies insuring the property within Georgetown at Celebration, a Condominium purchased pursuant to the requirements of this Article 12 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

12.6.9. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 12, provided that the coverages required hereunder are fulfilled.

### 13. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

#### 13.1. Proceedings

The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority. Each Owner of a Unit shall represent his or her interest in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of such Owner's Unit by the condemning authority.

#### 13.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Common Elements or to a Unit by condemnation 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. Although the awards may be payable to Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

### 13.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

### 13.4. Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

13.4.1. ~~Affected Unit Made Tenantable.~~ The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge against the Affected Unit.

13.4.2. ~~Excess Distributed to Owner and Institutional Mortgagee.~~ The balance of the award, if any, shall be distributed to the Owner of the Affected Unit and to each Institutional Mortgagee of the Affected Unit, the remittance being made payable to the Owner and Institutional Mortgagees as their interests may appear.

13.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

### 13.5. Affected Unit Made Untenantable

If the taking is of the entire Affected Unit or the taking so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

13.5.1. Payment to Owner and Institutional Mortgagee. The market value of the Affected Unit immediately prior to the taking shall be paid to the Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

13.5.2. Remaining Portion of Affected Unit. The remaining portion of the Affected Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Owner to the Association. Such remaining portion of the Affected Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 13.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

13.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Units among the reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Unit being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.

13.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Owners who will continue as Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

13.5.5. Determination of Market Value of Affected Unit. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Owner, the Institutional Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the 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 Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

### 13.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Owners in the

shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

13.7. Amendment of Declaration.

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such amendment amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

14. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF  
LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

14.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in the Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Condominium Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Owners of all Units. Each Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant fractional interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in Common Elements.

14.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall

be paid by the Association and shall be included as a Condominium Common Expense in the Budget of the Association.

## 15. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

### 15.1. Single-Family Use.

The Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Units; provided, however, an Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 15.1. Such personal business use must, nonetheless, comply with any applicable governmental regulation.

### 15.2 Leases.

A Unit may not be leased for an initial term of less than six (6) months nor more than two (2) times per calendar year. There shall be no subleasing or assignment of leases without the prior written approval of the Association and the Residential Association. All leases must be in writing, and a copy must be provided to the Association upon execution. Notice of any lease, together with such additional information as may be required by the Residential Association, shall be given to the Residential Association by the Owner within ten (10) days of execution of the lease. A Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and his or her family, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents.

### 15.3. Nuisance.

An Owner shall not permit or suffer anything to be done or kept in his or her Unit, Garage or Storage Space which will: (i) increase the insurance rates on his or her Unit, the Common Elements or any portion of the Condominium Property; (ii) obstruct or interfere with the rights of other Owners or the Association; or (iii) annoy other Owners by unreasonable noises or otherwise. An Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Unit, on the Common Elements or any portion of the Condominium Property.

### 15.4. Signs.

An Owner (with the exception of Developer, until Developer no longer holds Units for sale) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of the Condominium Property, in or upon his or her Unit or in or upon his or her automobile so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities, until Developer no longer holds Units for sale.

#### 15.5. Animals.

Except as provided under the rules and regulations promulgated by the Association, an Owner and/or resident shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property; provided, however, an Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be kept tied outside a Unit or on any Balcony or Backyard Area, unless someone is present in the Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the 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 within the Condominium Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

#### 15.6. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Unit shall be concealed from view from all other portions of the Condominium Property.

#### 15.7. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

#### 15.8. Removal of Sod and Shrubbery; Alteration of Drainage; Wetlands.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board.

#### 15.9. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Paragraph 15.9 shall not apply to Developer or Declarant.

15.10. Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property, except in proper-sized, closed plastic bags for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be stored inside the Garages and kept in a clean condition with no noxious or offensive odors emanating therefrom.

15.11. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

COPY

#### 15.12. Vehicles.

Tractors, motor homes, trailers (with or without wheels), recreational vehicles, boats and other watercraft, boat trailers, campers, camper trailers, motorcycles, trucks and vans and trucks used for commercial purposes and any vehicles with commercial writing on their exteriors shall be permitted to be on the Condominium Property only if kept fully enclosed in a Garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Owner or violator. In addition, the Board may adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

#### 15.13. Garages.

No Garage shall be permanently enclosed so as to make such Garage unusable by an automobile, and no portion of a Garage originally intended for the parking of an automobile shall be converted into a living space or storage area. Garages are intended for the primary use of parking and storage of motor vehicles. Owners and their lessees and the family members, guests and invitees of such Owners and lessees, may not store personal property in a Garage and then park motor vehicles in the guest parking areas of the Condominium.

#### 15.14. Projections.

No Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

#### 15.15. Condition of Units.

Each Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

#### 15.16. Hurricane Season and Hurricane Shutters.

Each Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to departure by removing all furniture, potted plants and other movable objects, if any, from the Unit's Balcony or Backyard Area and by designating a responsible firm or individual satisfactory to the Association to care for his or her Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If hurricane shutters are installed which do not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center

encompassing the Condominium location, and shall be removed or opened, as applicable, no later than ten (10) days after the cessation of a hurricane watch or warning for same.

The Board will adopt hurricane shutter specifications (“Hurricane Standards”) in accordance with Section 718.113(5) of the Act. The Hurricane Standards will be made available to an Owner within five (5) business days after the Board’s receipt of a written request for such Hurricane Standards.

#### 15.17. Structural Modifications.

An Owner may not make or cause to be made any structural modifications to his or her Unit without the Board’s prior written consent, which consent may be unreasonably withheld.

#### 15.18. Tree Removal.

Developer makes no warranty or guarantee to Owners that any or all of the existing trees on the Condominium Property will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Condominium Common Expense. The removal of any landscaping is subject to the approval of the Board.

#### 15.19. Board’s Rule-Making Power

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents and Community Documents; (ii) apply equally to all lawful residents of the Condominium without discriminating on the basis of whether a Unit is occupied by an Owner or his or her lessee; and (iii) in Developer’s opinion, for so long as Developer holds any Units for sale in the ordinary course of business, would not be detrimental to the sales of Units by Developer.

#### 15.20. Limitations.

Notwithstanding anything contained in this Article 15 to the contrary, in the event any term or provision of this Article 15 is in conflict with any term or provision of the Community Charter or the Parcel Declaration or any rule and regulation duly and validly adopted by the Residential Association for Celebration, then such term or provision of the Community Charter or the Parcel Declaration or such rule and regulation adopted by the Residential Association shall control for so long as same is in effect.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions,

if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

15.21. Garage Sales.

No garage sales shall be permitted within the Condominium Property.

15.22 Gas Scooters.

No gas-powered scooters, *e.g.* "Go-Peds," shall be permitted to operate within the Condominium Property.

15.23 Developer's Rental Program.

Developer reserves the right to conduct a rental program for Unit(s) owned by Developer. The number of Units available to be leased, and the specific Unit(s) available for the program shall be any Unit(s) owned by Developer. Developer intends to reserve these rights until such time as Developer no longer owns any Units in the Condominium. Rental agreements for a night, weekend, or other brief period under one (1) month as may be determined by Developer shall have provisions comparable to rental agreements used in similar developments; leases for one (1) month or such other longer period as may be determined by Developer shall have provisions comparable to residential leases used in comparable projects.

15.24 Additional Restrictions.

For additional restrictions which are applicable to the Condominium Property and the Owners, please refer to the Community Documents, the Community Charter and the Supplement to Community Charter. The Community Charter contains use restrictions regarding land areas in Celebration. The Supplement to Community Charter provides, among other matters, that upon the sale of a Unit, the selling Owner shall make a contribution to the Celebration Foundation, Inc., in the amount specified therein. In the event of a conflict between the provisions of this Declaration and the provisions of the Community Charter or the Supplement to Community Charter, the provisions of the Community Charter or the Supplement to Community Charter, as the case may be, shall control; provided, however, that this Declaration and the other Condominium Documents may contain provisions more restrictive than contained in the Community Charter, the Supplement to Community Charter, or the other Community Documents, in which event such more restrictive provisions shall control.

16. ASSIGNMENT OF UNCOVERED PARKING SPACES, GARAGES AND STORAGE SPACES

16.1. Uncovered Parking Spaces

The use of uncovered parking spaces within the Condominium Property have been set aside for the exclusive use of the Owners and their lessees and the family members, guests and invitees of such Owners and lessees. All uncovered parking spaces on the Common Elements shall be available on a first come, first serve basis; provided, however, Developer and/or the Association reserve the right to assign uncovered parking spaces at any time to specific Units and to enforce such parking space assignments on such terms and conditions as Developer or the Board may from time to time determine. Notwithstanding the foregoing, Developer specifically reserves the right to reserve parking spaces for "customer or employee parking only" in connection with its sales activities.

## 16.2. Assignment of Garages

16.2.1 For additional consideration paid to Developer, a Unit shall be assigned a Garage. Garages which have direct interior access to a particular Unit shall be automatically assigned to such Unit upon conveyance of or passing of title to the Unit to which such Garage is adjacent. Any Unit to which the use of a Garage is assigned shall have the exclusive right to the use thereof. The use of an assigned Garage shall thereupon be appurtenant to said Unit as a Limited Common Element thereto and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit, provided, however, in the event an Owner requires a handicapped Garage and if required by controlling Federal or Florida law, the Association shall have the absolute right to reassign an assigned Garage in order to accommodate such handicapped Owner. Upon conveyance of or passing of title to the Unit to which the use of a Garage is appurtenant, the Unit receiving such title shall automatically be assigned the Garage assigned to such Unit.

16.2.2 The original assignment by Developer or the Association to a Unit of the use of a Garage shall be made by a written "Garage Assignment" form ("Assignment") in which the particular Garage is described. The Association shall maintain a book ("Book") for the purpose of recording the current assignee of each Garage. Upon assignment of a Garage by Developer, Developer shall cause the Association to record such Assignment in the Book, and the Unit to which such use is assigned shall have the exclusive right to the use of such assigned Garage. The use right to such Garage shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of such assigned Garage is appurtenant, the new Owner receiving such title shall give satisfactory evidence to the Association of such title, and the 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 in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Garage and the name of the transferee and the transferee's Unit number.

16.2.3 The use of an assigned Garage may be transferred by an Owner to another Owner, provided that the transferor shall execute a written Assignment which shall describe the Garage, the Unit to which it was appurtenant, the name of the transferee and the transferee's Unit number, and furnish a true copy of the same to the Association, which shall record such Assignment in the Book. Notwithstanding anything herein to the contrary, Garages which have direct interior stairway access to a particular Unit shall not be transferable by an Owner to another Owner, except

upon conveyance of or passing of title to the Unit to which the use of a Garage is appurtenant, the Unit receiving such title shall automatically be assigned the Garage assigned to such Unit.

16.2.4 In the event any Garages have not been assigned to the use of any particular Unit after Developer no longer owns any Units in the Condominium, such Garages may be assigned, used or leased on such terms and conditions as the Board may from time to time determine.

### 16.3. Assignment of Storage Spaces

16.3.1 For additional consideration paid to Developer, a Unit shall be assigned a Storage Space. Any Unit to which the use of a Storage Space is assigned shall have the exclusive right to the use thereof. The use of an assigned Storage Space shall thereupon be appurtenant to said Unit as a Limited Common Element thereto and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a Storage Space is appurtenant, the Unit receiving such title shall automatically be assigned the Storage Space assigned to such Unit.

16.3.2 The original assignment by Developer or the Association to a Unit of the use of a Storage Space shall be made by a written "Storage Space Assignment" form ("Storage Space Assignment") in which the particular Storage Space is described. The Association shall maintain a book ("Storage Space Assignment Book") for the purpose of recording the current assignee of each Storage Space. Upon assignment of a Storage Space by Developer, Developer shall cause the Association to record such Storage Space Assignment in the Storage Space Assignment Book, and the Unit to which such use is assigned shall have the exclusive right to the use of such assigned Storage Space. The use right to such Storage Space shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of such assigned Storage Space is appurtenant, the new Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Storage Space Assignment and record such transfer in the Storage Space Assignment Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Storage Space and the name of the transferee and the transferee's Unit number.

16.3.3 The use of an assigned Storage Space may be transferred by an Owner to another Owner, provided that the transferor shall execute a written Assignment which shall describe the Storage Space, the Unit to which it was appurtenant, the name of the transferee and the transferee's Unit number, and furnish a true copy of the same to the Association, which shall record such Assignment in the Storage Space Assignment Book.

16.3.4 In the event any Storage Spaces have not been assigned to the use of any particular Unit after Developer no longer owns any Units in the Condominium, such Storage Spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine.

## 17. MAINTENANCE AND REPAIR PROVISIONS

### 17.1. By Owners

17.1.1. Maintenance and Repair. Each Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Unit and Limited Common Elements, including, if any, the interior of the Garage, the garage door and appurtenant equipment, the interior of the Storage Space, and the following equipment or fixtures if located within his or her Unit or on the Limited Common Elements assigned to his or her Unit: electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets including any screening on his or her Balcony, all window panes, window screens and all interior surfaces within or surrounding his or her Unit (such as the surfaces of the walls, ceilings, floors and walkway) and all exterior doors, casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Unit and Garage or Storage Space, if any. Every Owner must perform promptly all maintenance and repair work within his or her Unit, Garage or Storage Space, if any, as aforesaid, which if not performed would affect the Condominium Property or a Unit, Garage or Storage Space, if any, belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above-mentioned responsibilities may engender. Said Unit, Garage and Storage Space, if any, shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

In addition to the foregoing, each Owner shall be required to maintain appropriate climate control, keep his or her Unit, Garage and Storage Space, if any, clean, and take necessary measures to retard and prevent mold from accumulating in the Unit, Garage and Storage Space, if any. Each Owner shall be required to clean and dust the Unit, Garage and Storage Space, if any, on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Unit, Garage and Storage Space, if any, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Owner shall be responsible for damage to the Unit, Garage and Storage Space, if any, and personal property as well as any injury to the Owner and/or occupants of the Unit and injury to the Owner of the Garage and Storage Space, as the case may be, resulting from the Owner's failure to comply with these terms. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit, Garage and Storage Space, if any, if the Owner fails to remediate same and each Owner shall be responsible for the repair and remediation of all damages to the Unit, Garage and Storage Space, if any, caused by mold.

17.1.2. Alterations. No Owner shall make any alterations in any portion of the Buildings, Garage Buildings, the Common Elements or Limited Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Buildings, Garage Buildings, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Buildings or Garage Buildings without first obtaining the written consent of the Board. Under no circumstances may an Owner permanently enclose his Porch or Balcony for use as a sunroom/Florida room. Although Owners are responsible to maintain, repair and replace the garage doors to their Garages, they shall not paint or otherwise modify a garage door without first obtaining the written consent of the Board, nor shall a garage door be replaced with a different style of garage door without such consent.

17.1.3. Painting and Board Approval. No Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Buildings or Garage Buildings maintained by the Association, including Porches, Balconies, doors or window frames (except for replacing window panes), *etc.* No Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, doorbells, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Buildings or Garage Buildings maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Buildings or Garage Buildings maintained by the Association and unless such items substantially conform to the architectural design of the Buildings or Garage Buildings and the design of any such items which have previously been installed at the time the Board approval is requested.

17.1.4. Duty to Report. Each Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, the responsibility for the remedying of which is that of the Association.

17.1.5. Use of Licensed Plumbers and Electricians. No Owner shall have repairs made to any plumbing or electrical wiring within a Unit, Garage or Storage Space except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Unit, Garage or Storage Space, as applicable, shall be paid for by and shall be the financial obligation of the Owner, unless such repairs are made in a Unit, Garage or Storage Space to plumbing and electrical systems servicing more than one (1) Unit, Garage or Storage Space.

17.1.6. Access by Association. Each Owner shall permit the Association to have access to his or her Unit, Garage or Storage Space from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements, another Unit, another Garage or another Storage Space.

17.1.7. Air Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Unit shall be maintained, replaced or repaired by the Owner whose Unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

17.1.8. Liability for Actions. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. An Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 17.2. By the Association.

17.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements, including the Driveways, covered walkways, recreational facilities, landscaping and sprinkler systems as well as exterior surfaces of the Buildings and Garage Buildings. Notwithstanding the foregoing, the Association's maintenance responsibility for Driveways shall not include day-to-day, routine, cleaning; rather cleanup of Driveways shall be the responsibility of the Owner who is entitled to use such Driveway. Further, in the event the Association and the Residential Association permits an Owner to install a covering on the surface of his or her Driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the Driveway. The Association shall maintain and repair all exterior walls of the Buildings and Garage Buildings, including the exterior walls of the Buildings contained within any screened Porches or Balconies, but excluding the screened enclosure itself.

17.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings (and Garage Buildings, as applicable) but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit. Water and sewer service is provided by a private utility, the facilities and equipment of which are the maintenance obligation of the Association.

17.2.3. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Condominium Common Expense.

17.2.4. Maintenance of Other Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Condominium Common Expense.

17.3. Developer's Warranties.

Notwithstanding anything contained in this Article 17 to the contrary, each Owner acknowledges and agrees that Developer shall be irreparably harmed if an Owner undertakes the repair or replacement of any defective portion of a Unit, a Building, a Garage Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Georgetown at Celebration, a Condominium during the time in which Developer is liable under any warranties in connection with the sale of any Unit. Accordingly, each Owner hereby agrees (i) to promptly, upon such Owner's knowledge of the existence of any such portion Owner deems to be defective, provide written notice to Developer specifying each such defective portion, upon the receipt of which, and if Developer agrees with Owner regarding any such defect, Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period and Developer agrees in writing such portion is defective, such Owner may repair or replace same. If any Owner fails to comply with the provisions of this Paragraph 17.3, such Owner will be deemed to have breached his or her obligation to mitigate damages and such Owner's conduct shall constitute an aggravation of damages.

17.4. Alterations and Improvements.

The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements which are approved by the Board and the Residential Association which do not prejudice the rights of any Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of an Owner or Institutional Mortgagee, the consent of such Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Owners of two-thirds (2/3) of the Units if the cost of the same shall be a Condominium Common Expense which shall exceed One Thousand Dollars (\$1,000) per Unit. The cost of such alterations and improvements shall be assessed among the Owners in proportion to their share of Condominium Common Expenses.

17.5. Conformity with Community Charter.

Notwithstanding anything contained in this Article 17 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the

provisions of the Community Charter and all other valid terms and provisions thereof.

17.6. Community-Wide Standard of Maintenance.

The Association and all Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the community-wide standard established pursuant to the Community Charter.

18. CONDOMINIUM ASSESSMENTS FOR CONDOMINIUM COMMON EXPENSES;  
ESTABLISHMENT AND ENFORCEMENT OF LIENS

18.1. Affirmative Covenant to Pay Condominium Common Expenses.

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements, for the recreation, safety, welfare, and benefit of Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Units and the Owners thereof the affirmative covenant and obligation to pay the Condominium Assessments including, but not limited to, the Annual Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Condominium Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein.

18.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 19 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Condominium Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Condominium Assessment is made. Each Condominium Assessment against a Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Condominium Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

18.2.1. Personal Obligation. Each Condominium Assessment against a Unit, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed.

18.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Unit by deed in lieu of foreclosure, shall be liable for the unpaid Condominium Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County. Condominium Assessments which are not due from such Institutional Mortgagee shall become a Condominium Common Expense collectible from all Owners pursuant to Paragraph 20.9 hereof.

### 18.3. Enforcement.

In the event that any Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- (i) To advance, on behalf of the Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Owner in failing to make his or her payments;
- (ii) To accelerate the entire amount of any Annual Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

## 19. METHOD OF DETERMINING, ASSESSING AND COLLECTING CONDOMINIUM ASSESSMENTS

The Condominium Assessments as hereinafter set forth and described shall be assessed to and collected from Owners on the following basis:

## 19.1. Determining Annual Assessment.

19.1.1. Expenses. The total anticipated Condominium Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Condominium Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Units based upon each Unit's share of the Condominium Common Expenses, which allocated sum, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Condominium Common Expenses are insufficient to meet the actual Condominium Common Expenses being incurred, in which event the anticipated Condominium Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

19.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year. The Association may at any time require the Owners to maintain a minimum balance on deposit with the Association to cover future installments of Condominium Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Unit.

## 19.2. Developer's Guarantee.

Until the first day of the first (1st) calendar month following the month in which the closing of the first purchase and sale of a Unit to a non-Developer purchaser occurs, Developer guarantees that Assessments for Condominium Common Expenses of the Association will not exceed certain amounts. The guaranteed amount (which does not include Reserves because Reserves have been waived by Developer as the sole member of the Association in accordance with the provisions of Section 718.112(2)(f)2 of the Act) is as follows: Unit Type A1: \$149.06, monthly or \$1,788.66, annually; Unit Type A1a: \$132.66, monthly or \$1,591.91, annually; Unit Type A1b: \$149.06, monthly or \$1,788.66, annually; Unit Type A2: \$166.94, monthly or \$2,003.30, annually; Unit Type A2a: \$151.04, monthly or \$1,812.51, annually; Unit Type A3: \$132.33 monthly or \$1,587.93, annually; Unit Type A3a: \$132.33, monthly or \$1,587.93, annually; Unit Type B1: \$187.31, monthly or \$2,247.75, annually; Unit Type B1a: \$187.31, monthly or \$2,247.75, annually; Unit Type B1ab: \$187.31, monthly or \$2,247.75, annually; Unit Type B2: \$211.99, monthly or \$2,543.87, annually; Unit Type B2a: \$211.99, monthly or \$2,543.87, annually; Unit Type B2bc: \$211.99, monthly or \$2,543.87, annually; Unit Type B2bd: \$216.46, monthly or \$2,597.53, annually; Unit Type B2be: \$216.46, monthly or \$2,597.53, annually; Unit Type B3: \$252.23, monthly or \$3,026.81, annually; Unit Type B4: \$217.29, monthly or \$2,607.47, annually; Unit Type C1: \$251.08, monthly or \$3,012.90, annually; Unit Type C1ac: \$251.08, monthly or \$3,012.90, annually; Unit Type C1bc: \$252.57, monthly or \$3,030.79, annually; Unit Type C2: \$321.79, monthly or \$3,861.52, annually; Unit Type C2a: \$321.79, monthly or \$3,861.52, annually; Unit Type C2b: \$319.31, monthly or \$3,831.71, annually; Unit Type C2c: \$321.79, monthly or \$3,861.52, annually; Unit Type C3: \$265.98, monthly or \$3,191.77, annually; and, Unit Type D1: \$319.97, monthly or \$3,839.66, annually. Developer will pay all Condominium Common Expenses not paid

for by Assessments of Units (“Guarantee for Condominium Common Expenses”). Developer’s guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. The expiration of the guarantee period is the first day of the first (1st) calendar month following the month in which the closing of the first purchase and sale of a Unit to a non-Developer purchaser; provided, however, that the Guarantee for Condominium Common Expenses shall automatically terminate on the Majority Election Date (as defined in the Articles) in the event the Majority Election Date occurs prior to the first day of the first (1st) calendar month following the month in which the closing of the first purchase and sale of a Unit to a non-Developer purchaser.

Notwithstanding anything contained in this Paragraph 19.2 to the contrary, Developer reserves the right to extend the guarantee period for twenty-four (24) additional one (1) month periods (“Optional One (1) Month Guarantee Period Extension”); provided, however, the Guarantee for Condominium Common Expenses shall terminate on the Majority Election Date in the event the Majority Election Date occurs prior to the expiration of any Optional One (1) Month Guarantee Period Extension.

Assessments determined as provided in Paragraph 19.1 of this Declaration or the Bylaws shall be determined and made commencing the first day of the first (1st) calendar month following the month in which the closing of the first purchase and sale of a Unit to a non-Developer purchaser occurs, if Developer does not choose the option to extend the guarantee period, or on the day following the end of any Optional One (1) Month Guarantee Period Extension, if Developer chooses the option to extend the guarantee period or the date when control of the Association is turned over to Owners other than Developer, whichever is the sooner to occur and Developer will pay any such Assessments for any of the Units owned by Developer from and after such date.

### 19.3. Special Assessments.

In addition to the Annual Assessment, Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Unit in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Unit or in otherwise enforcing the provisions of the Condominium Documents; (iii) the failure or refusal of other Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

### 19.4. Residential Association Common Expenses.

All Owners, lessees, and occupants of Units in the Condominium shall have access to and use of various services and facilities provided by the Residential Association. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Documents, he or she is also subject to the Community Documents and that he or she is automatically a member of and subject to assessment by the Residential Association in accordance with the terms of the Community Charter. Each Owner covenants and agrees to pay all assessments levied against such Owner’s Unit by the Residential Association.

## 20. CONDOMINIUM COMMON EXPENSES

The following expenses are declared to be Condominium Common Expenses of the Condominium which each Owner is obligated to pay to the Association as provided in this Declaration and the other Condominium Documents.

### 20.1. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements, and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Condominium Common Expenses.

### 20.2. Utility Charges.

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Condominium Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements. It is contemplated that there shall be one meter for water and sewer lines to each Building or group of Buildings. All charges related to such lines shall be a Condominium Common Expense; provided, however, each Owner shall be billed separately for water supply for his or her individual Unit.

### 20.3. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property, or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Condominium Common Expenses.

### 20.4. Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Condominium Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association, which shall open an account with a banking institution doing

business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Condominium Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 19.3 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

#### 20.5. Maintenance, Repair and Replacements.

Condominium Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all Buildings (including Garage Buildings), improvements, storm water management system, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including Driveways, covered walkways, recreational facilities, landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Community Charter and the other Community Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of the private water and sewer system serving the Condominium Property, and pumps or other equipment, if any, located upon or servicing the Condominium Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 19.3 of this Declaration.

#### 20.6. Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Condominium Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise-related entity of Developer) to assist in the operation of the Condominium Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Condominium Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

#### 20.7. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

20.8. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Condominium Common Expense.

20.9. Failure or Refusal of Owners to Pay Annual Assessments.

Funds needed for Condominium Common Expenses due to the failure or refusal of Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Condominium Common Expenses and properly the subject of a Condominium Assessment.

20.10. Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

20.11. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents or the Community Charter must also be approved by a majority vote of the Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

20.12. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Condominium Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

#### 20.13. Miscellaneous Expenses.

Condominium Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Condominium Common Expense by the Board.

#### 20.14. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be a Condominium Common Expense commencing with the recordation of this Declaration.

### 21. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

#### 21.1. Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

#### 21.2. Incorporation of Section 718.107 of the Act.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

### 22. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is

held invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

### 23. PROVISIONS RELATING TO INTERPRETATION

#### 23.1. Titles.

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

#### 23.2. Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

#### 23.3. Member.

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

#### 23.4. Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

### 24. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to

be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

## 25. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

### 25.1. Developer's Reserved Right.

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to nonmaterially alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations"). Any material alterations require the majority approval of the Voting Interests in the Condominium.

### 25.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Units owned by Developer and the Common Elements therein will first require an amendment to this Declaration in the manner provided in Article 26 hereof.

In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Units being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the consent of a majority of the Owners is also required.

## 26. PROVISIONS FOR AMENDMENTS TO DECLARATION

### 26.1. General Procedure.

Except as to the Amendment described in Paragraph 25.2 hereof, and the matters described in Paragraphs 26.2, 26.3, 26.4, 26.5, 26.6 and 26.7 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and the amendment shall be recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall

become effective upon its recording amongst the Public Records, but the amendment shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer and all Institutional Mortgagees.

#### 26.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which the Owner shares the Condominium Common Expenses and owns the Common Surplus and Common Elements or the Unit's voting rights in the Association, unless: (i) the record owner of the Unit and (ii) all record owners of liens on the Unit join in the execution of the amendment; and (iii) all the record owners of all other Units approve the amendment. Any such amendment shall be evidenced by a certificate joined in and executed by all the Owners and all Institutional Mortgagees holding mortgages thereon, whose consent may not be unreasonably withheld, and shall be recorded in the same manner as provided in Paragraph 26.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Institutional Mortgagees.

#### 26.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer and all Institutional Mortgagees.

#### 26.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment that would affect the surface water or stormwater management system(s), beyond maintenance in its original condition, including the water management portions of the Common Elements must have the prior written approval of the Declarant and/or the CDD.

#### 26.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Owners provided that such amendment does not materially and adversely affect the rights of Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

26.6. Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

26.7. Veterans Administration Approval.

In the event that the Condominium receives Veterans Administration project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, must be approved by the Administration of Veteran Affairs so long as Developer is in control of the Association.

26.8. Amendments Regarding Tenants/Leasing Restrictions.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present). Any amendment to any of the Condominium Documents restricting an Owner's right to lease his or her Unit shall be adopted in accordance with the Act.

26.9. Condominium Documents and Community Charter.

The Articles, Bylaws and other Condominium Documents shall be amended as provided in such documents. The Community Charter, Articles of Incorporation of the Residential Association and By-Laws of the Residential Association shall be amended as provided in the respective Community Documents.

26.10. Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, 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 indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

## 27. PROVISIONS SETTING FORTH RIGHTS OF DEVELOPER TO SELL UNITS

### 27.1. Developer's Right to Convey.

Until Developer no longer holds Units for sale in the ordinary course of business or until turnover of control of the Association to the Owners, whichever occurs later, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale.

### 27.2. Developer's Right to ~~Transact Business~~.

Until Developer no longer holds Units for sale in the ordinary course of business or until turnover of control of the Association to the Owners, whichever occurs later, Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of the Land any business necessary to consummate the sale, lease or encumbrance of Units including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Units and including the right to carry on construction activities of all types necessary to construct all improvements in Condominium pursuant to the plan for development as set forth in Article 8 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer has reserved the right for itself and any of its affiliates to utilize the models for other communities located in the Celebration or elsewhere, as Developer and/or any of Developer's affiliates as developers of other communities in Celebration, or elsewhere, may so determine, in their sole discretion, until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising

Units for sale.

27.3. Assignment.

This Article 27 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 27 may be assigned in writing by Developer in whole or in part.

28. GENERAL PROVISIONS

28.1. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

28.2. Rights of Mortgagees.

28.2.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 28.2.1, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Unit on which it has (or insures or guaranties) the mortgage.

28.2.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

28.2.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

28.2.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

28.2.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

28.2.2.4. Any failure by an Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

28.2.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

28.2.4. Right to Cover Cost. Any Listed Mortgagee shall have the right, but not the obligation, and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, any Listed Mortgagees shall have the right, but not the obligation, and at its sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

### 28.3. Developer Approval of Association Actions.

Notwithstanding anything in this Declaration to the contrary, while Developer holds Units for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as an Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Condominium Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Units.

### 28.4. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the

Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 7001 Lake Ellenor Drive, Suite 200, Orlando, FL 32809, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 7001 Lake Ellenor Drive, Suite 200, Orlando, FL 32809, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

28.5. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to the Units.

28.6. Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

28.7. Lease.

A lessee of a Unit shall by execution of a lease be bound by all applicable terms and provisions of this Declaration and be deemed to accept his or her leasehold estate subject to this Declaration, the Community Documents and the Community Charter, agree to conform and comply with all provisions contained herein and therein and allow the lessor, the Association and the Residential Association to fulfill all obligations imposed pursuant thereto. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association upon execution.

28.8. Documents.

Any person reading this Declaration is hereby put on notice that this Condominium is part of Celebration and, as such, is subject to the Community Charter and the Community Documents, as such documents may be amended and supplemented from time to time. These documents and all amendments and supplements thereto are superior to this Declaration and should be read in conjunction with this Declaration and the other Condominium Documents.

28.9. Security.

The Association may, but shall not be obligated to, maintain or support certain

activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, THE CDD, THE RESIDENTIAL ASSOCIATION NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DEVELOPER, THE CDD, THE RESIDENTIAL ASSOCIATION AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, THE RESIDENTIAL ASSOCIATION, THE CDD, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, THE RESIDENTIAL ASSOCIATION, THE CDD, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF AN OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE RESIDENTIAL ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, THE CDD, THE RESIDENTIAL ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, THE RESIDENTIAL ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE RESIDENTIAL ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF AN OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

## 29. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

29.1 Agreement.

The Condominium may be terminated at any time by written agreement of the Owners of at least three fourths (3/4) of the Units and the primary Institutional Mortgagee.

29.2. Certificate of Termination; Termination Trustee.

The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property ("Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Owners as tenants in common in the same undivided shares each Owner previously owned in the Common Elements. On termination, each lien encumbering a Unit shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority.

29.3. Wind-up of Association Affairs.

The termination of the Condominium does not, by itself, terminate the Association. The former Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 13th day of April, 2005.

WITNESSES:

DEVELOPER:

NORTH VILLAGE TARRAGON, LLC, a Florida limited liability company

By: Tarragon South Development Corp., a Nevada corporation, its Sole Member

*F. Hodis*  
 Print Name: F. AHODIS  
*Patricia A King*  
 Print Name: PATRICIA A KING

By: *Marcy H. Kammerman*  
 Name: MARCY H. KAMMERMAN  
 Title: Executive Vice President

(CORPORATE SEAL)

COPY

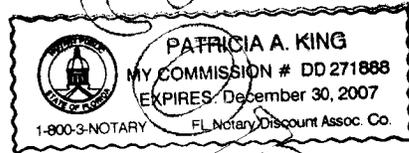
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Marcy H Kammerman as the Exec. Vice President of TARRAGON SOUTH DEVELOPMENT CORP., a Nevada corporation, the Sole Member of NORTH VILLAGE TARRAGON, LLC, a Florida limited liability company, on behalf of the company and as an act of such corporation. He/She is personally known to me or produced \_\_\_\_\_ as identification.

Patricia A King  
Notary Public, State of FLORIDA

PATRICIA A. KING  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



10/17

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GEORGETOWN AT CELEBRATION, A CONDOMINIUM

Legal Description of the Land

Tracts 42, 85, and 86 and Lot 331, CELEBRATION NORTH VILLAGE UNIT 6, according to the Plat thereof, as recorded in Plat Book 9, Page 195 through 200, of the Public Records of Osceola County, Florida.

Together with:

A part of Lot 332, CELEBRATION NORTH VILLAGE UNIT 6, Plat Book 9, Pages 195 through 200, Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 332, CELEBRATION NORTH VILLAGE UNIT 6, Plat Book 9, Pages 195 through 200, Public Records Osceola County, Florida, being a point on a curve concave Southeasterly; thence Southwesterly along the Southerly Boundary of Lot 332, along the arc of said curve, having a radius of 2,070.00 feet and a chord bearing of S 39°52'06" W, through a central angle of 10°48'05", for 390.25 feet to the point of tangency; thence S 34°28'04" W, along said Southerly Boundary for 3.29 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along said Southerly Boundary, along the arc of said curve, having a radius of 445.79 feet, through a central angle of 36°35'07", for 284.65 feet; thence N 00°17'03" E, for 168.99 feet; thence N 49°01'14" W, for 61.75 feet; thence N 47°37'59" W, for 118.95 feet to a point on the Northerly Boundary of Lot 332; thence along the Northerly Boundary of Lot 332 the following twenty-one (21) courses; run N 64°12'55" E, for 10.94 feet; thence N 40°44'39" E, for 52.02 feet; thence N 45°55'20" E, for 24.51 feet; thence N 07°38'40" E, for 29.25 feet; thence N 44°31'14" E, for 27.97 feet; thence N 16°17'08" E, for 35.56 feet; thence N 10°39'16" W, for 54.52 feet; thence N 32°40'08" W, for 7.58 feet; thence N 76°34'19" E, for 26.48 feet; thence N 88°14'49" E, for 76.19 feet; to a non-tangent curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 25.00 feet and a chord bearing of S 25°52'53" E, through a central angle of 51°45'46", for 22.59 feet to the point of tangency; thence S 51°45'46" E, for 87.36 feet to the point of curvature of a concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 22°25'10", for 9.78 feet to the point of tangency; thence S 74°10'56" E, for 59.98 feet to the point of curvature of a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 55°56'44", for 24.41 feet to the point of tangency; thence N 49°52'21" E, for 27.88 feet to the point of curvature of a curve concave Northwesterly; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 37°56'35", for 16.56 feet to the point of tangency; thence N 11°55'46" E, for 72.72 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 43°49'51", for 19.12 feet to the point of tangency; thence N 31°54'06" W, for 60.25 feet; thence N 54°01'37" E, for 104.78 feet to the Easterly Boundary of Lot 332; thence S 42°56'10" E, along said Easterly Boundary for 240.18 feet to the POINT OF BEGINNING.

Together with that certain Easement, Use and Maintenance Agreement as recorded in Official Records Book 1539, Page 2162, of the Public Records of Osceola County, Florida.

COPY

EXHIBIT "B"  
 TO THE  
 DECLARATION  
 OF  
 CONDOMINIUM  
 FOR  
 GEORGETOWN AT  
 CELEBRATION,  
 A CONDOMINIUM

THIS CERTIFICATION MADE THIS 4TH DAY OF APRIL, 2005, BY THE UNDERSIGNED FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE FOLLOWING 96 PAGES ARE AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS DESCRIBED THEREON; AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GEORGETOWN AT CELEBRATION, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

*William D. Donley*

4/5/05

WILLIAM D. DONLEY  
 PROFESSIONAL SURVEYOR & MAPPER NO. 5381

DATE:

THESE EXHIBITS ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CERTIFICATE OF AUTHORIZATION NO. LB 1221)

**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: N/A  
 SHEET: 1 OF 96

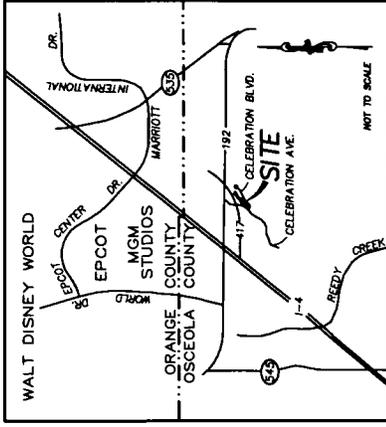
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

# BOUNDARY SURVEY PREPARED FOR GABLES NORTH VILLAGE CELEBRATION, FLORIDA

CL 2005112409

OR 2778/1547

## VICINITY MAP



### NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N49°12'52"E ALONG THE NORTHWESTERLY BOUNDARY LINE OF LOT 331, AS RECORDED IN PLAT BOOK 9, PAGES 185 THROUGH 200.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 120189 0035 F, OSCEOLA COUNTY, FLORIDA, DATED JUNE 6, 2001, THE PROPERTY DESCRIBED HEREON LIES ENTIRELY IN FLOOD ZONE X, AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAN.
- ABSTRACT INFORMATION PROVIDED BY LAWYERS TITLE INSURANCE CORPORATION, COMMITMENT ORDER NUMBER 51192490LA, HAVING AN EFFECTIVE DATE OF AUGUST 4, 2004.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
- WETLAND AREAS WERE NOT ADDRESSED AS PART OF THIS SURVEY.
- LIMITED COMMON ELEMENT FEATURES:  
GARAGES  
DRIVEWAYS  
CONCRETE A/C PADS  
COMMON ELEMENT FEATURES:  
PARKING AREAS  
DRIVES/ROADWAYS  
RECREATIONAL FACILITIES  
RETENTION AREAS, IF ANY  
CAR WASH  
MAIL KIOSKS  
TRASH COMPACTOR

### LEGAL DESCRIPTION:

PARCEL 1:  
TRACTS 42, 85, AND 86, AND LOT 331, CELEBRATION NORTH VILLAGE UNIT 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGES 195 THROUGH 200, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2:  
A PART OF LOT 332, CELEBRATION NORTH VILLAGE UNIT 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGES 195 THROUGH 200, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE SOUTHEAST CORNER OF 332, CELEBRATION NORTH VILLAGE UNIT 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGES 195 THROUGH 200, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 332, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,070.00 FEET AND A CHORD BEARING OF SOUTH 39° 52' 06" WEST, THROUGH A CENTRAL ANGLE OF 10° 48' 05", FOR 380.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34° 28' 04" WEST, ALONG SAID SOUTHERLY BOUNDARY FOR 3.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY BOUNDARY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 445.79 FEET, THROUGH A CENTRAL ANGLE OF 36° 35' 07", FOR 284.65 FEET; THENCE NORTH 00° 17' 03" EAST, FOR 168.99 FEET; THENCE NORTH 49° 01' 14" WEST, FOR 61.75 FEET; THENCE NORTH 47° 37' 59" WEST, FOR 118.95 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 332; THENCE ALONG THE NORTHERLY BOUNDARY OF LOT 332 THE FOLLOWING 21 COURSES: RUN NORTH 64° 12' 55" EAST, FOR 10.94 FEET; THENCE NORTH 40° 44' 39" EAST, FOR 52.02 FEET; THENCE NORTH 45° 55' 20" EAST, FOR 24.41 FEET; THENCE NORTH 02° 38' 40" EAST, FOR 29.25 FEET; THENCE NORTH 44° 31' 14" EAST, FOR 27.97 FEET; THENCE NORTH 16° 17' 06" EAST, FOR 35.56 FEET; THENCE NORTH 10° 30' 16" WEST, FOR 54.52 FEET; THENCE NORTH 32° 40' 08" WEST, FOR 7.58 FEET; THENCE NORTH 76° 34' 19" EAST, FOR 26.48 FEET; THENCE NORTH 88° 14' 49" EAST, FOR 76.19 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 25° 52' 53" EAST, THROUGH A CENTRAL ANGLE OF 51° 45' 46", FOR 22.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 51° 45' 46" EAST, FOR 87.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 22° 25' 10", FOR 9.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74° 10' 56" EAST, FOR 59.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 55° 56' 44", FOR 24.41 FEET TO THE POINT OF TANGENCY; THENCE NORTH 49° 52' 21" EAST, FOR 27.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 37° 56' 35", FOR 16.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11° 55' 46" EAST, FOR 72.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 43° 49' 51", FOR 19.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 31° 54' 06" WEST, FOR 60.25 FEET; THENCE NORTH 54° 01' 37" EAST, FOR 104.78 FEET TO THE EASTERLY BOUNDARY OF LOT 332; THENCE SOUTH 42° 56' 10" EAST, ALONG SAID EASTERLY BOUNDARY FOR 240.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN EASEMENT, USE AND MAINTENANCE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1539, PAGE 2162 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

### LEGEND AND ABBREVIATIONS:

- # MORE OR LESS
- EL. ELEVATION
- LB CERTIFICATE OF AUTHORIZATION NUMBER
- LS LAND SURVEYOR IDENTIFICATION
- I.D. OFFICIAL RECORD CENTERLINE
- C. CENTERLINE
- R. RADIUS
- L. ARC LENGTH
- Δ. DELTA (CENTRAL ANGLE)
- CH. CHORD LENGTH
- CB. CHORD BEARING
- P.O.C. POINT ON CURVE
- P.O.L. POINT ON LINE
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- CONC. CONCRETE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- WV. WATER VALVE
- WM. WATER METER
- GV. GAS VALVE
- R/W. RIGHT-OF-WAY COVERED
- COV. FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT
- CM. RECOVERED/FOUND
- REC. FOUND CONCRETE MONUMENT (NO IDENTIFICATION)
- FOUND NAIL AS NOTED
- FOUND NAIL & DISK AS NOTED
- FOUND IRON ROD & CAP AS NOTED
- FOUND IRON ROD AS NOTED
- SET 5/8" IRON ROD & CAP (LB 1221)
- ⊕ GAS VALVE
- ⊕ GAS METER
- ⊕ GAS LINE MARKER
- X— FENCE LINE
- Ⓛ GARAGE NUMBER
- Ⓜ BUILDING NUMBER
- OR (CE) = COMMON ELEMENT
- OR (LCE) = LIMITED COMMON ELEMENT

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: N/A

SHEET: 2 OF 96

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE "MINIMUM TECHNICAL DETAIL REQUIREMENTS" FOR SURVEYORS AND MAPPERS AS SET FORTH IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER NO. 5381

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

(CERTIFICATE OF AUTHORIZATION NO. LB 1221)

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

GEORGETOWN AT CELEBRATION, A CONDOMINIUM

## NOTES TO SURVEY

1. DESCRIPTION OF UNITS

Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

A. Upper Boundaries

The upper boundary of each Unit shall be the horizontal plane of the unfinished ceiling extended to an intersection with the perimetrical boundaries.

B. Lower Boundaries

The lower boundary of each Unit shall be the horizontal plane of the unfinished floor slab of that Unit extended to an intersection with the perimetrical boundaries.

C. Perimetrical Boundaries

The perimetrical boundaries of each Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

(1) EXTERIOR BUILDINGS WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.

(2) INTERIOR BUILDINGS WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing Units extended to intersections with other perimetrical boundaries.

Drywall is included within the boundaries of each Unit.

D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof, shall be included in the boundaries of each Unit.

(Continued on next sheet)

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: N/A

SHEET: 3 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

GEORGETOWN AT CELEBRATION, A CONDOMINIUM

## NOTES TO SURVEY

(Continued from previous sheet)

E. Air Conditioning Units

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

F. Excluded From Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit but which serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Nor shall it include columns or partitions contributing to support of the Building. The items here identified are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Unit and all columns or partitions contributing to support of the Building are Common Elements.

C. All conduits and wire to outlets, all other utility lines to outlets and all waste pipes, regardless of location, are Common Elements.

D. The Common Elements are subject to certain easements set forth in Article 10 of the Declaration of Condominium.

E. The Balconies, Porches, Garages, Driveways and Storage Spaces so designated on the Survey are Limited Common Elements reserved for the use of the Unit Owner(s) of the Unit(s) adjacent thereto.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Units and as shown on the Survey ("Concrete A/C Pads") are Limited Common Elements reserved for the use of the Unit Owners of the Units served by such equipment.

The definitions set forth in the Declaration of Condominium are incorporated herein.

**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

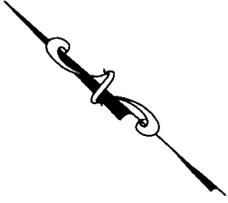
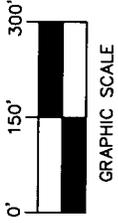
CHECKED BY: WDD

SCALE: N/A

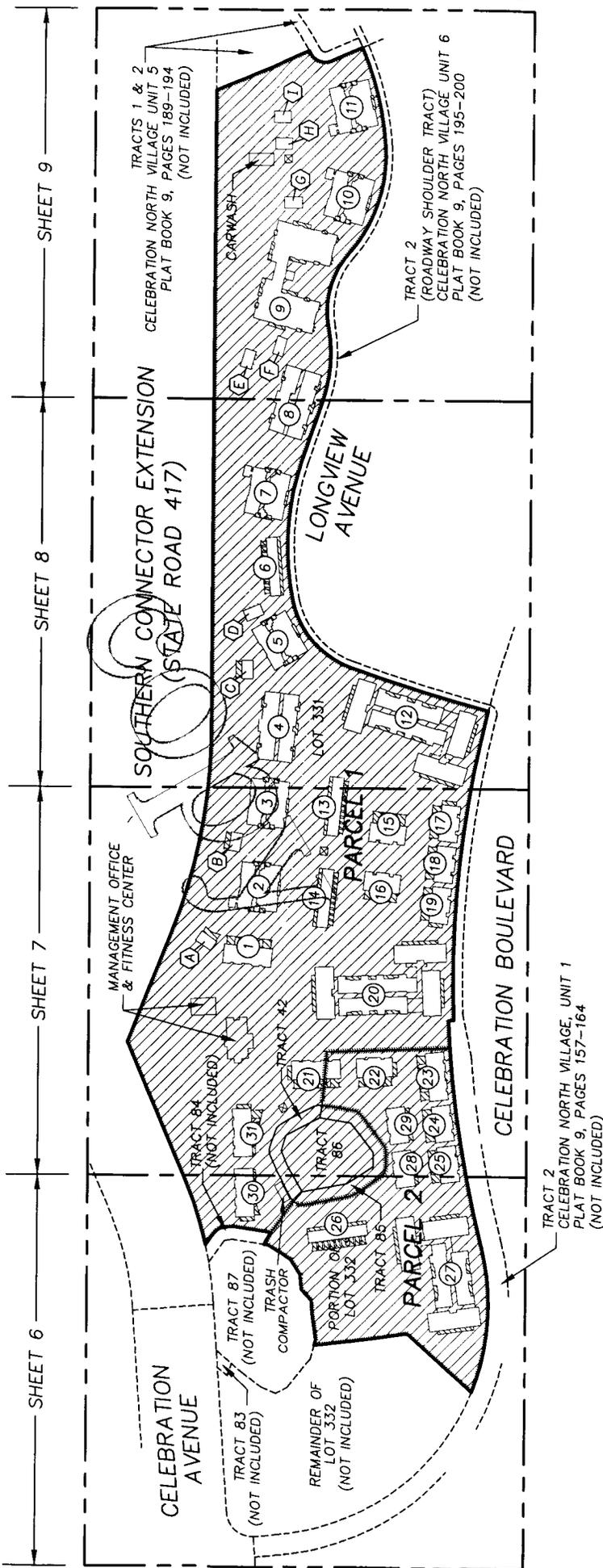
SHEET: 4 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

OR (CE) = COMMON ELEMENT  
 OR (LCE) = LIMITED COMMON ELEMENT



**KEY MAP**



**BOWYERS-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG/DP  
 CHECKED BY: WDD  
 SCALE: 1" = 300'  
 SHEET: 5 OF 96

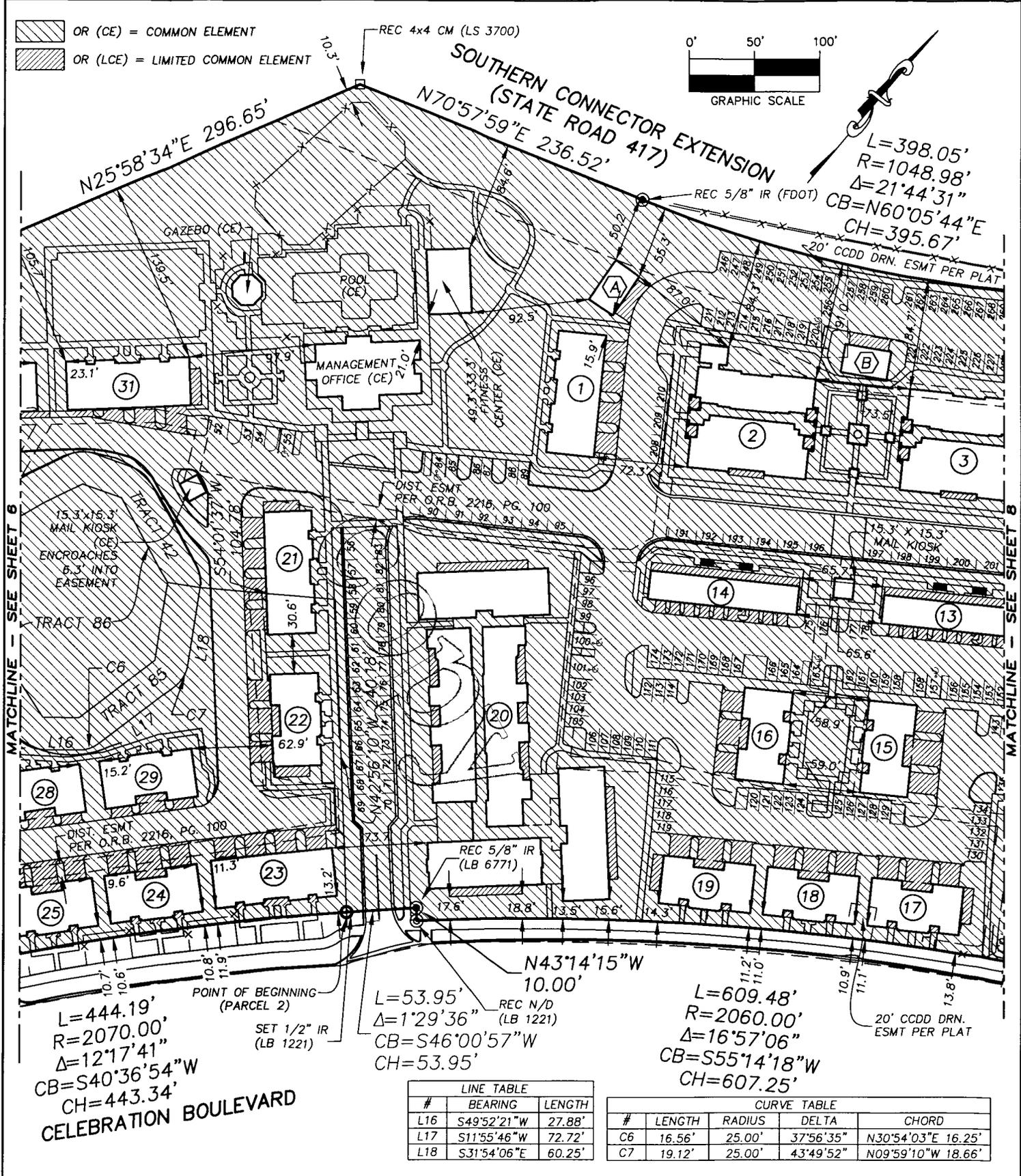
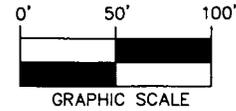
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**LEGEND**

- MATCH LINE
- - - - - TRACT LINES / LOT LINES
- ==== OR ===== LIMITS OF PARCEL
- Ⓛ BUILDING NUMBER
- Ⓐ GARAGE BUILDING LETTER
- Ⓜ MAIL KIOSK
- Ⓜ (3 ON SITE)



OR (CE) = COMMON ELEMENT  
 OR (LCE) = LIMITED COMMON ELEMENT



MATCHLINE - SEE SHEET B

MATCHLINE - SEE SHEET B

POINT OF BEGINNING (PARCEL 2)  
 SET 1/2" IR (LB 1221)  
 L=444.19'  
 R=2070.00'  
 Δ=12°17'41"  
 CB=S40°36'54"W  
 CH=443.34'

REC N/D (LB 1221)  
 L=53.95'  
 Δ=1°29'36"  
 CB=S46°00'57"W  
 CH=53.95'

REC 5/8" IR (LB 6771)  
 L=609.48'  
 R=2060.00'  
 Δ=16°57'06"  
 CB=S55°14'18"W  
 CH=607.25'

LINE TABLE		
#	BEARING	LENGTH
L16	S49°52'21"W	27.88'
L17	S11°55'46"W	72.72'
L18	S31°54'06"E	60.25'

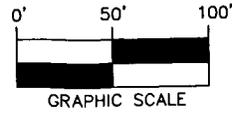
CURVE TABLE				
#	LENGTH	RADIUS	DELTA	CHORD
C6	16.56'	25.00'	37°56'35"	N30°54'03"E 16.25'
C7	19.12'	25.00'	43°49'52"	N09°59'10"W 18.66'

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

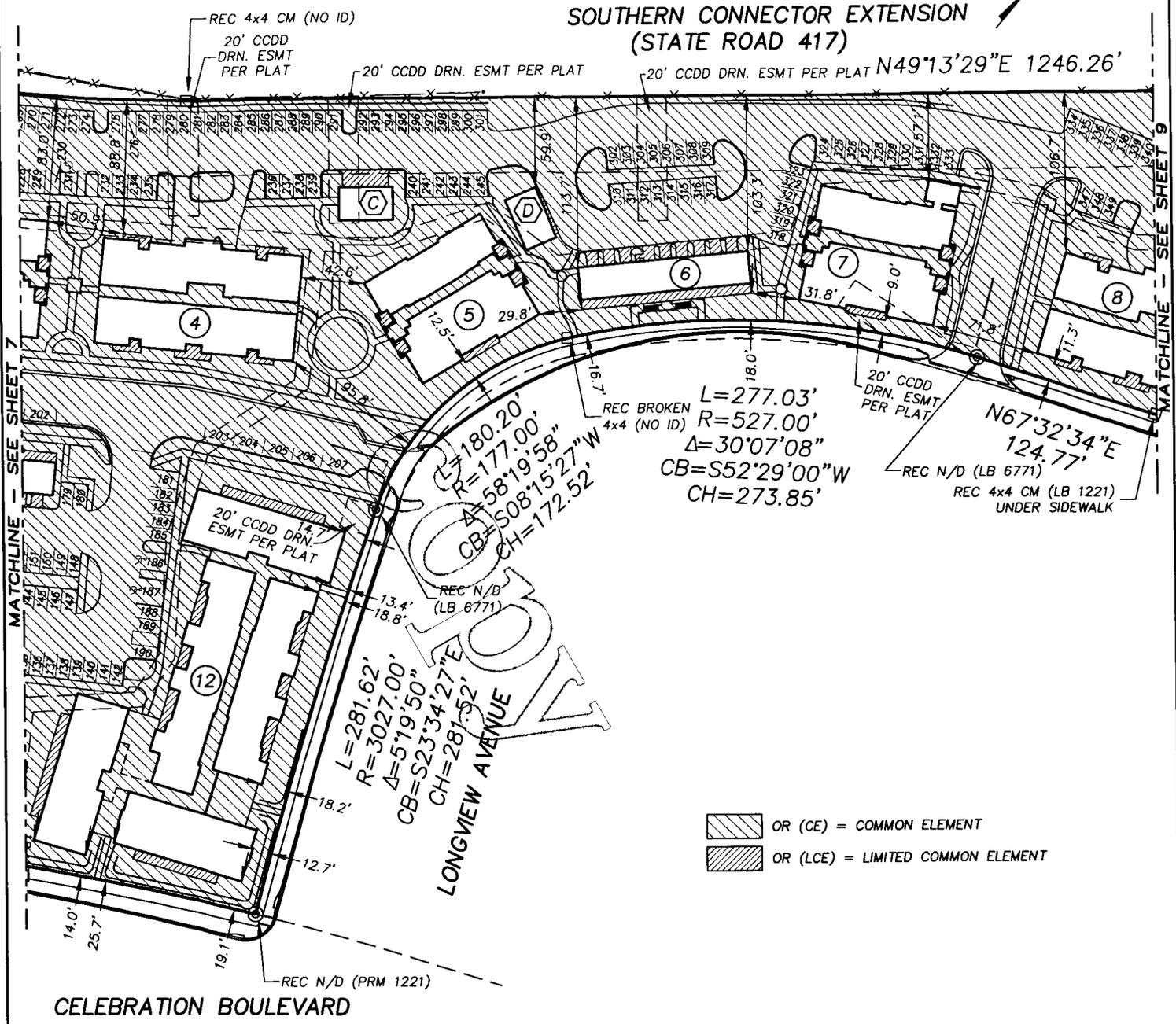
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG/DP  
 CHECKED BY: WDD  
 SCALE: 1" = 100'  
 SHEET: 7 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

NOTE:  
 BUILDINGS 2, 3,  
 17, 18, 20, 21,  
 22 AND GARAGE  
 B ENROACH INTO  
 EASEMENTS AS  
 SHOWN.



**SOUTHERN CONNECTOR EXTENSION  
(STATE ROAD 417)**



$L=277.03'$   
 $R=527.00'$   
 $\Delta=30^{\circ}07'08''$   
 $CB=S52^{\circ}29'00''W$   
 $CH=273.85'$

$L=180.20'$   
 $R=177.00'$   
 $\Delta=58^{\circ}19'58''$   
 $CB=S08^{\circ}15'27''W$   
 $CH=172.52'$

$L=281.62'$   
 $R=3027.00'$   
 $\Delta=5^{\circ}19'50''$   
 $CB=S23^{\circ}34'27''E$   
 $CH=281.52'$

OR (CE) = COMMON ELEMENT  
 OR (LCE) = LIMITED COMMON ELEMENT

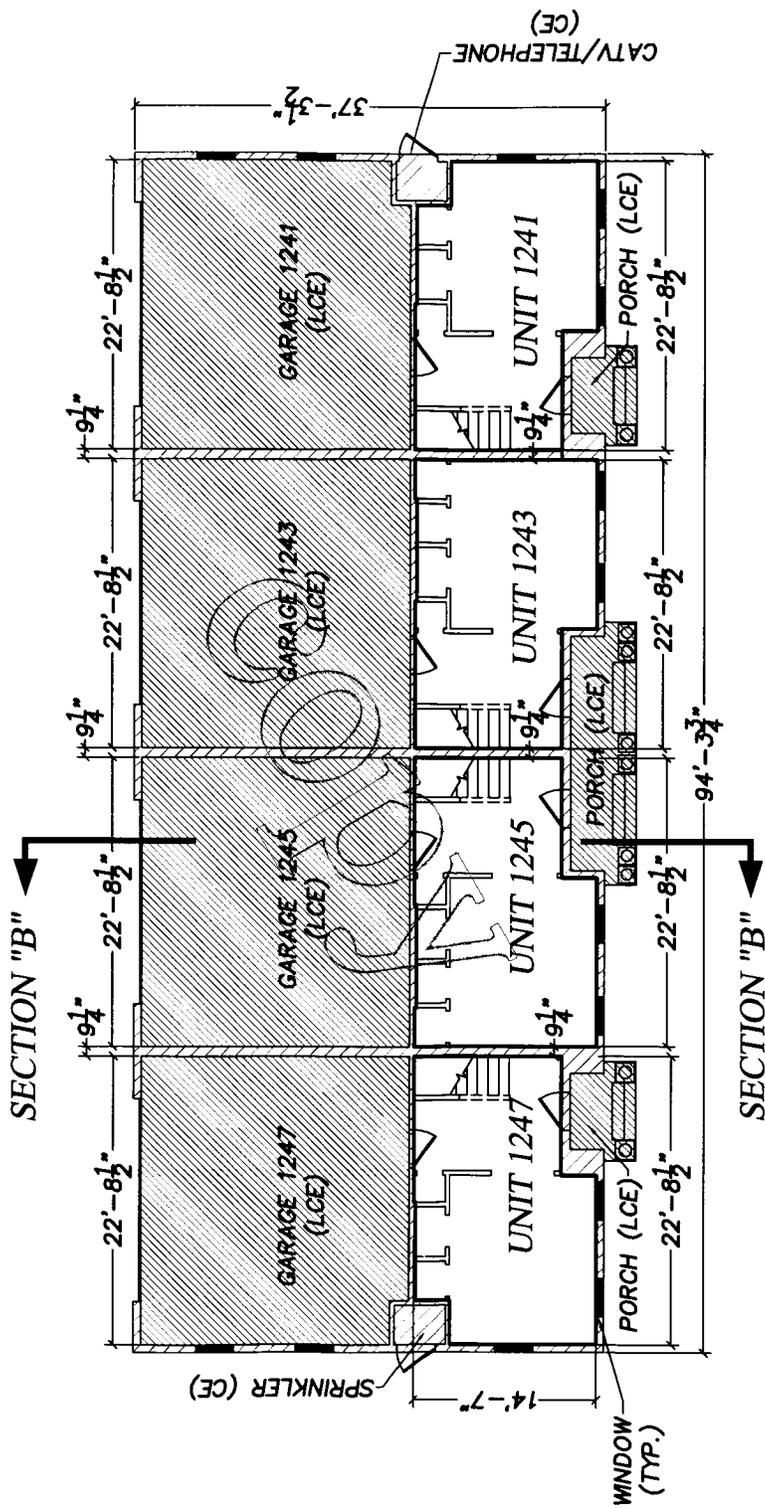
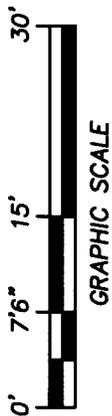
**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG/DP  
CHECKED BY: WDD  
SCALE: 1" = 100'  
SHEET: 8 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

NOTE:  
BUILDINGS 4, 5,  
6, 7, 12 AND  
GARAGES C AND  
D ENROACH INTO  
EASEMENTS AS  
SHOWN.





BUILDING 1 FIRST FLOOR PLAN

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Cross-hatched Box] = LIMITED COMMON ELEMENT

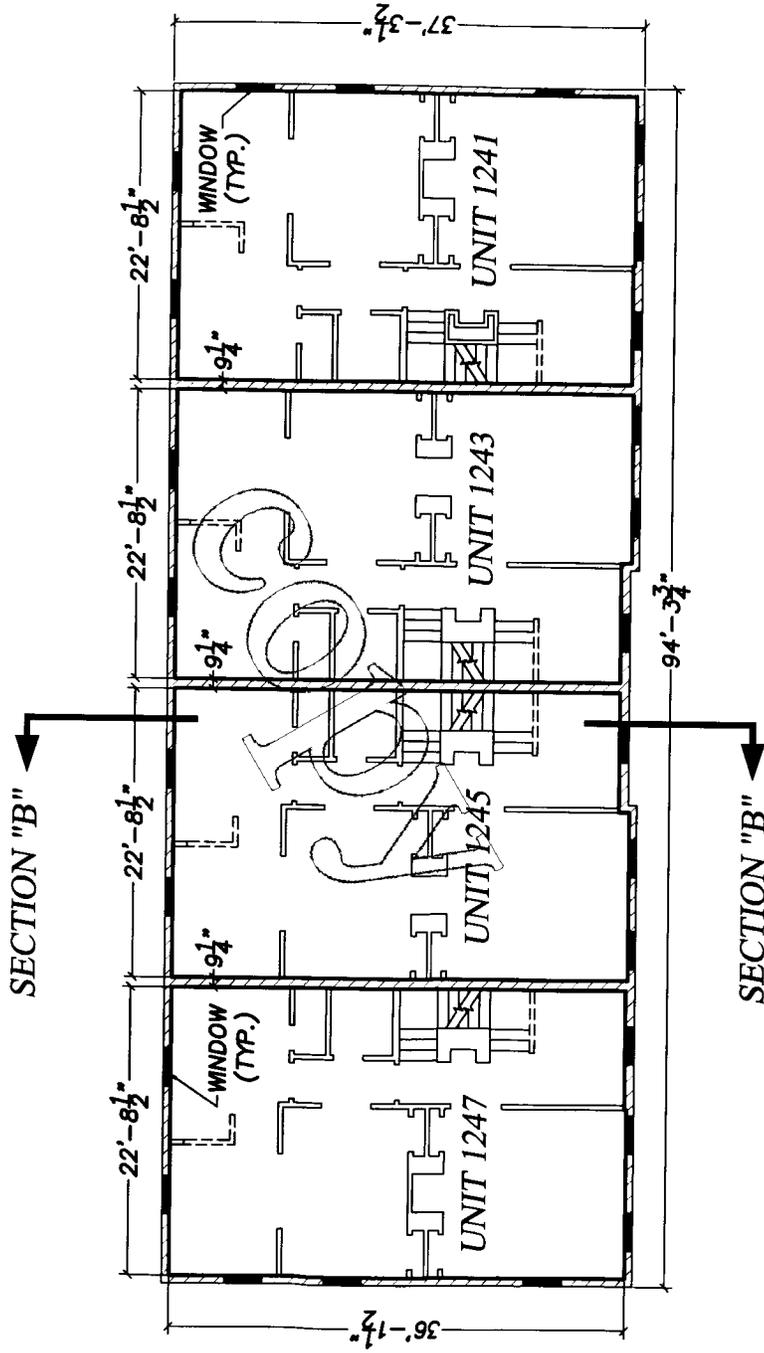
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 10 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1556



BUILDING 1 SECOND FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 11 OF 96

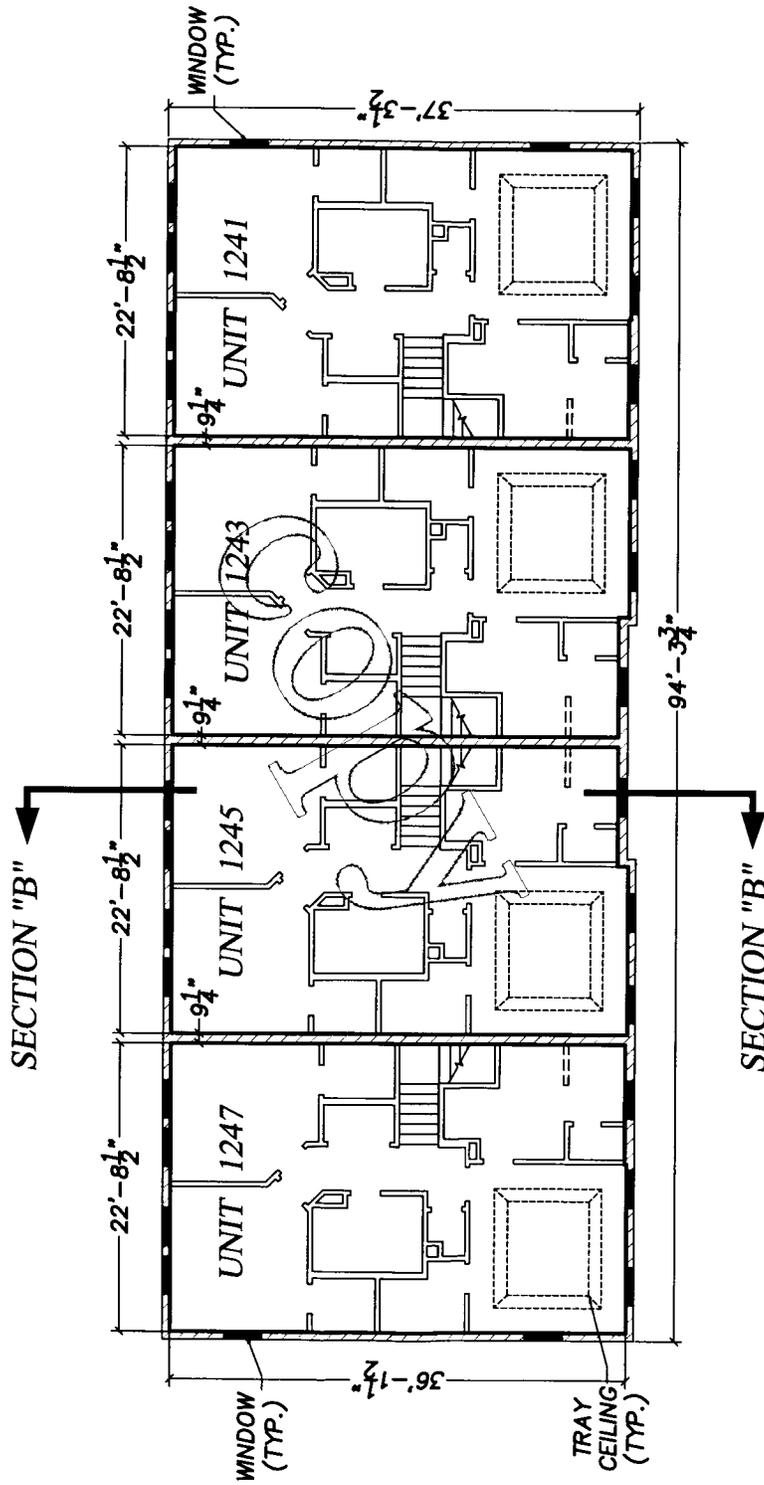
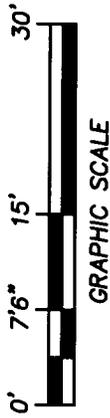
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT

CL 2005112409

OR 277B/1597



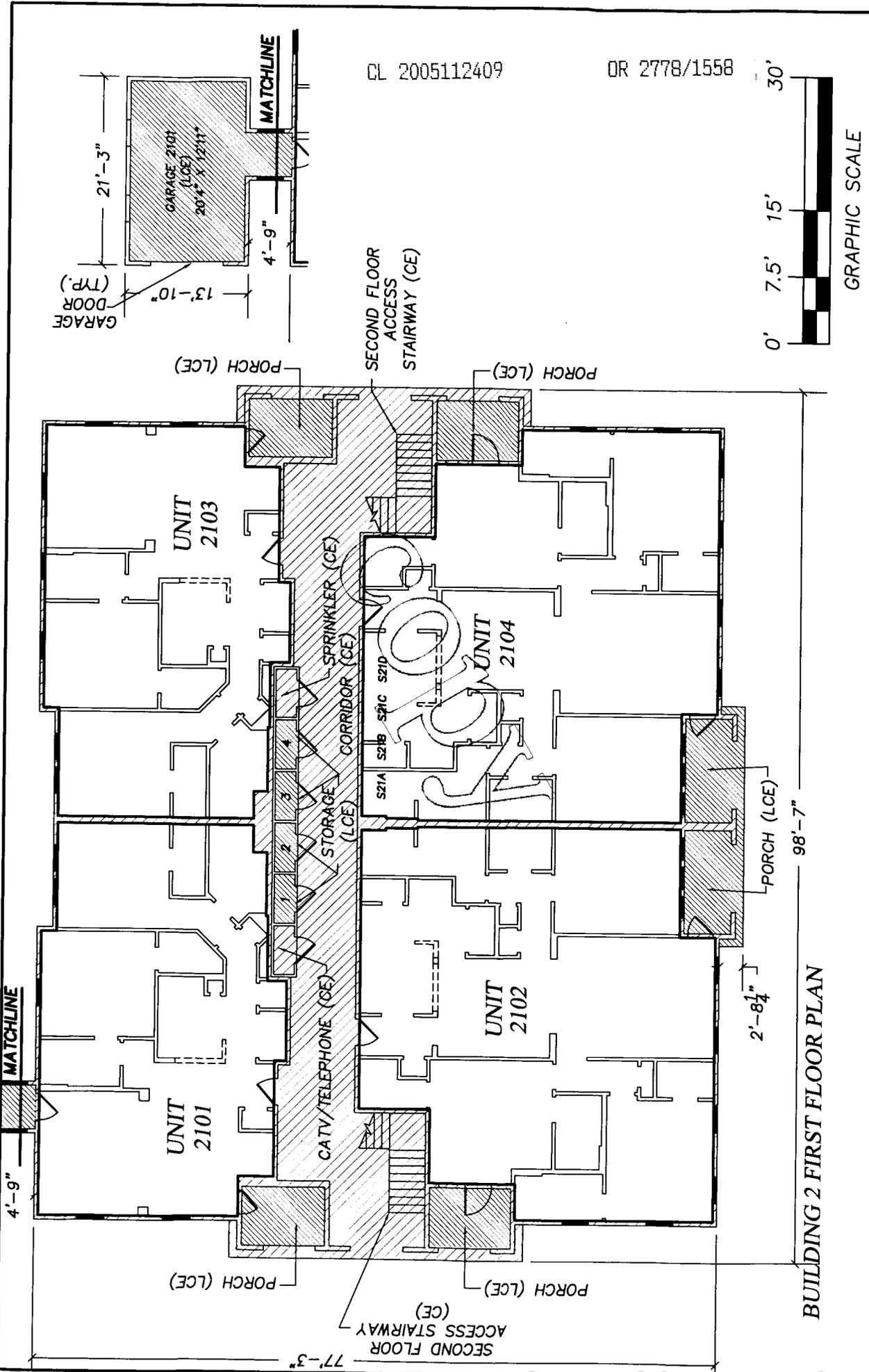
BUILDING 1 THIRD FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 12 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT



CL 2005112409

OR 2778/1558



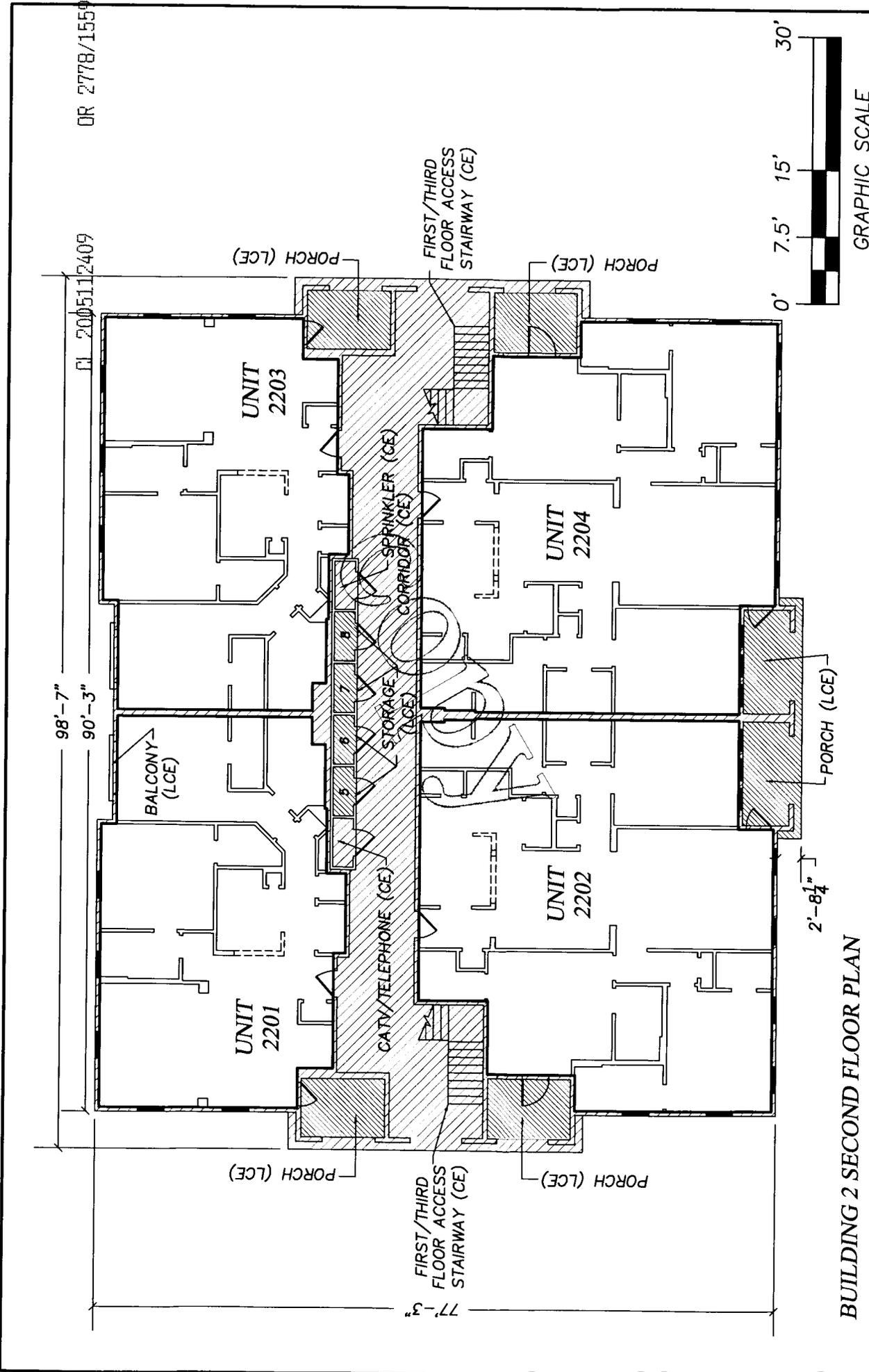
GRAPHIC SCALE

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Diagonal Lines Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 13 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



BUILDING 2 SECOND FLOOR PLAN

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Cross-hatched Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 14 OF 96

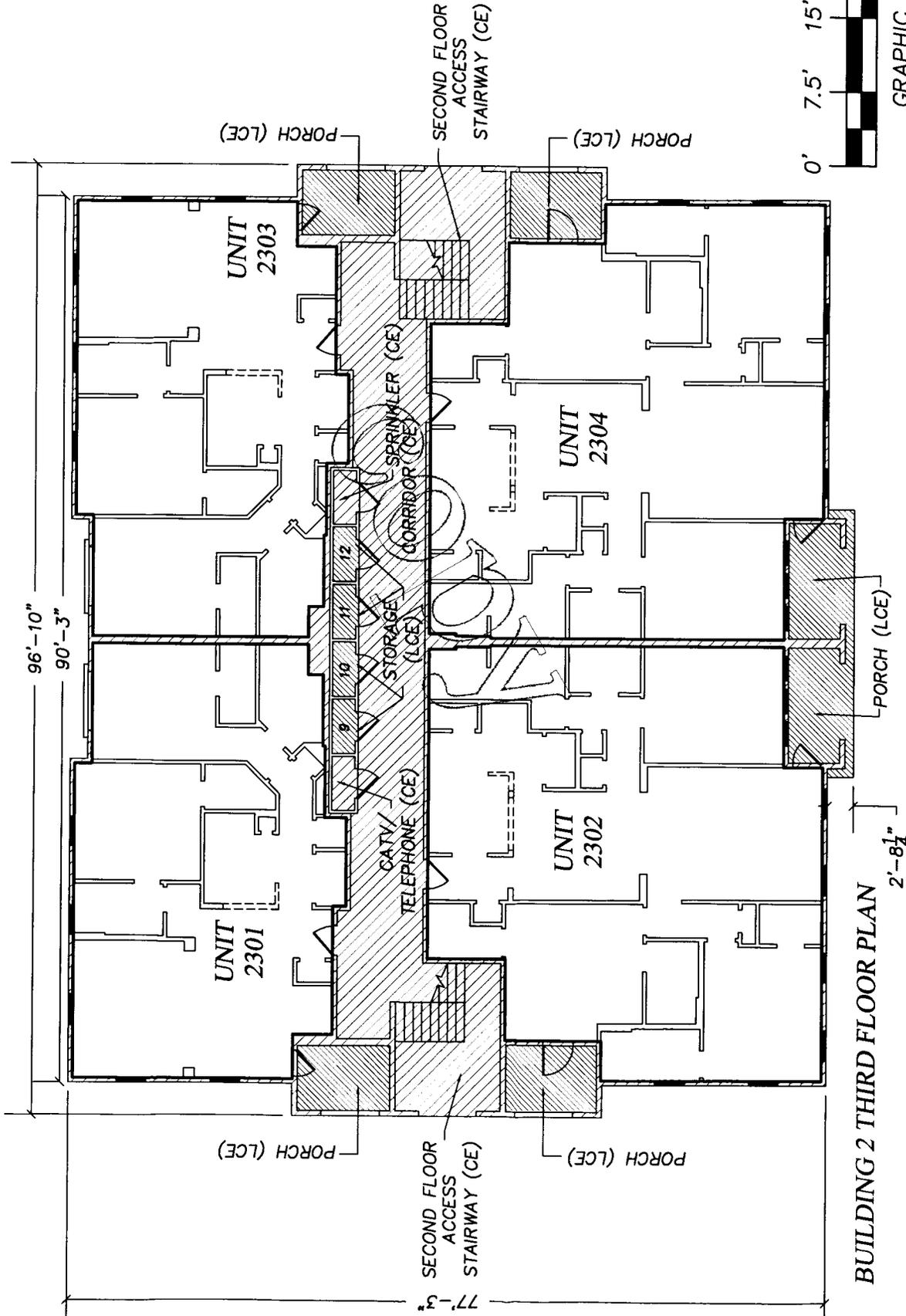
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1560



GRAPHIC SCALE



BUILDING 2 THIRD FLOOR PLAN 2'-8 1/4"

LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Solid Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

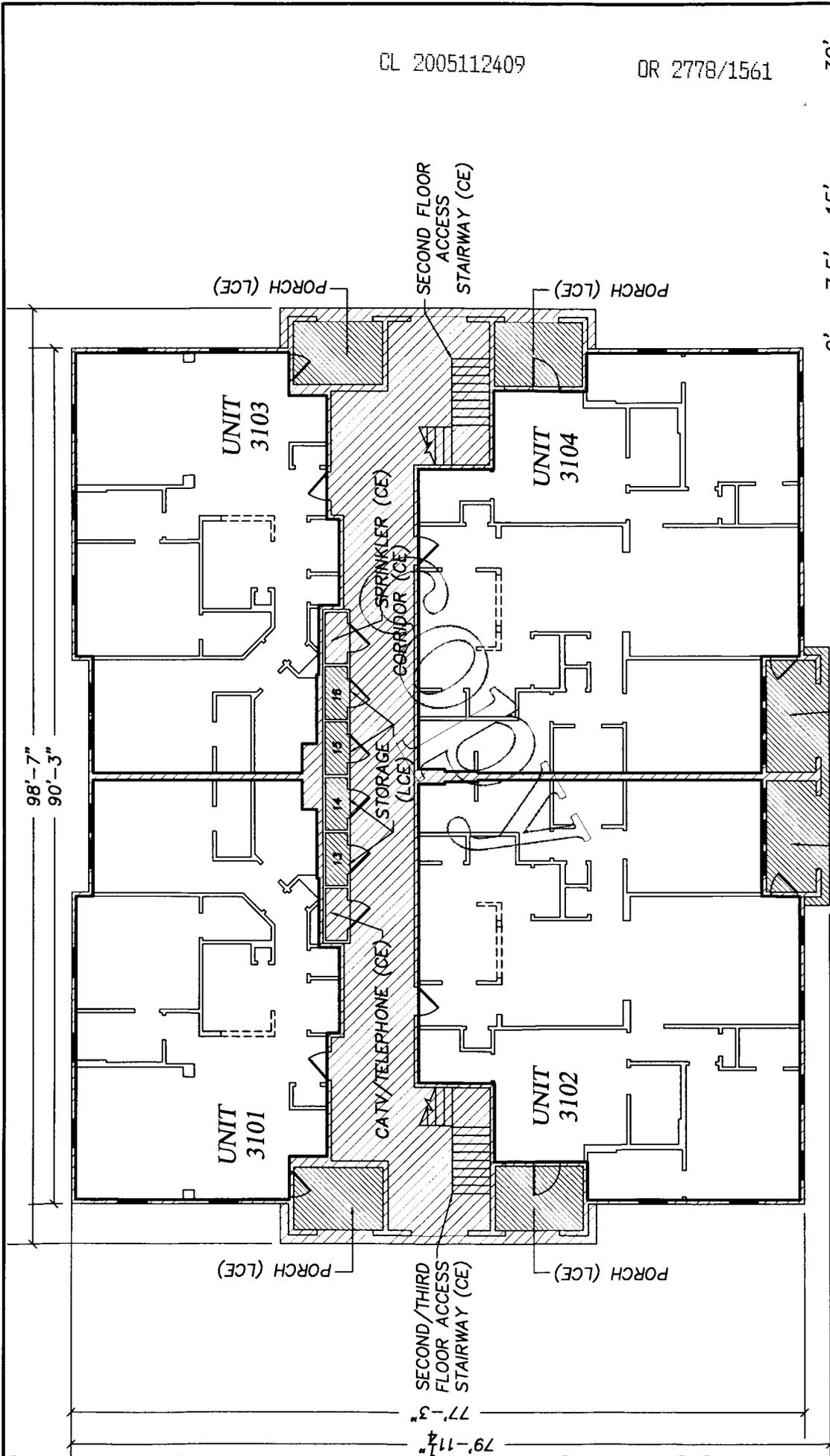
DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 15 OF 96

**BOWYER-SINGLETON  
 & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1561



BUILDING 3 FIRST FLOOR PLAN

LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Hatched Box] = COMMON ELEMENT

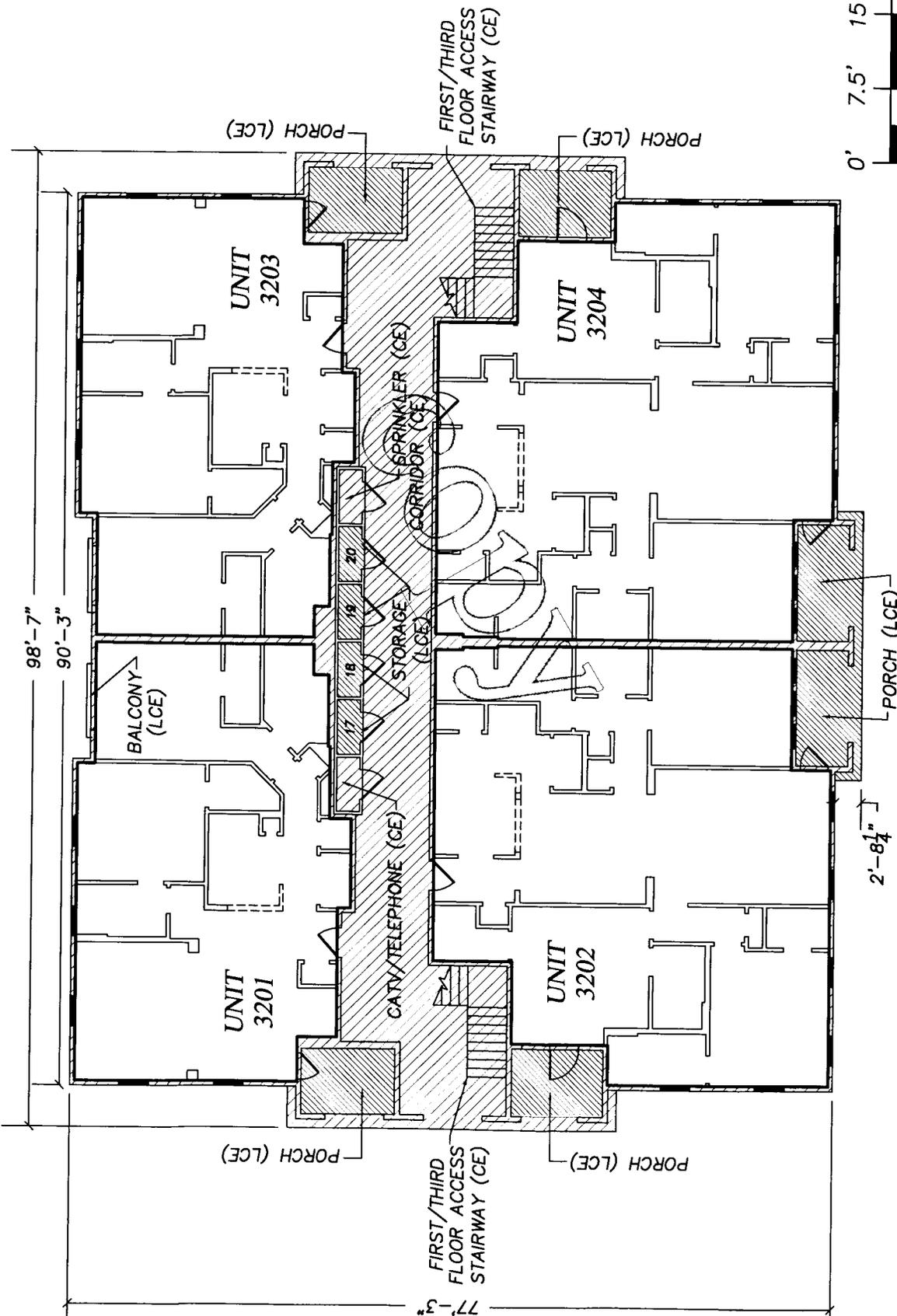
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 16 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

DR 2778/1562



BUILDING 3 SECOND FLOOR PLAN

LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Cross-hatched Box] = COMMON ELEMENT

FOR: GEORGETOWN AT CELEBRATION, A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 15'

SHEET: 17 OF 96

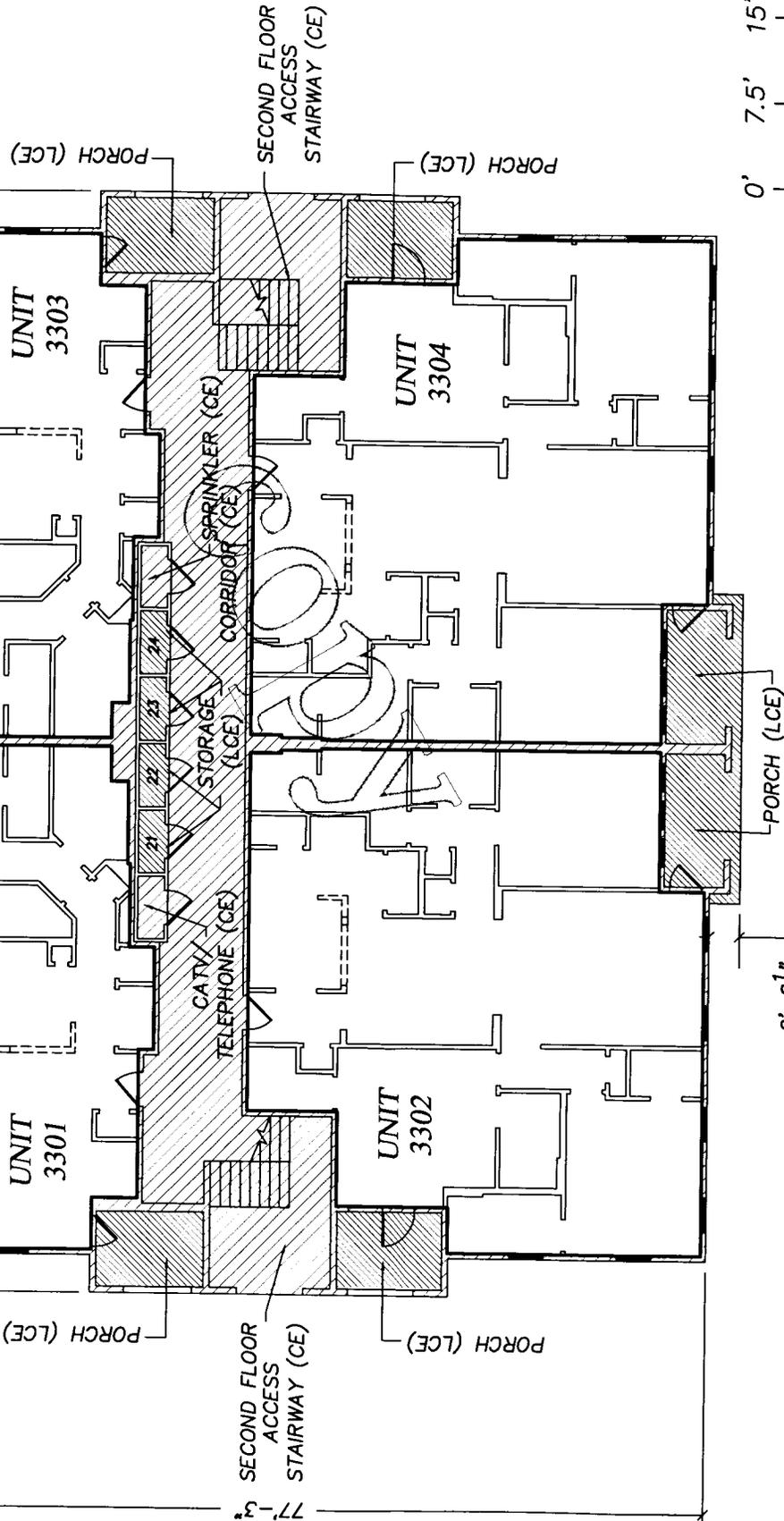
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1563



BUILDING 3 THIRD FLOOR PLAN

LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Cross-hatched Box] = COMMON ELEMENT

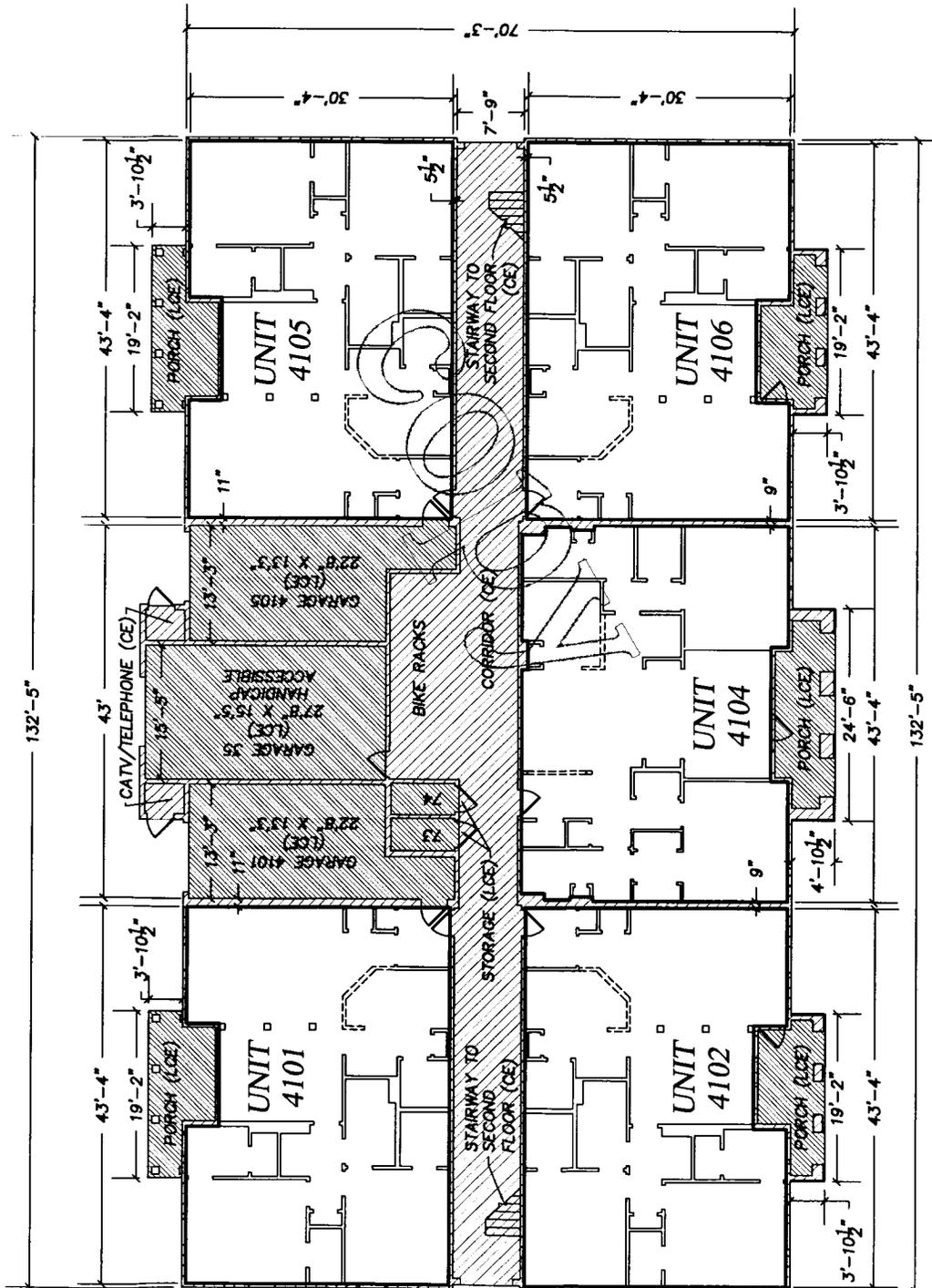
FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 18 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1564



**BUILDING 4 FIRST FLOOR PLAN**

**LEGEND:**  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Diagonal Lines Box] = COMMON ELEMENT

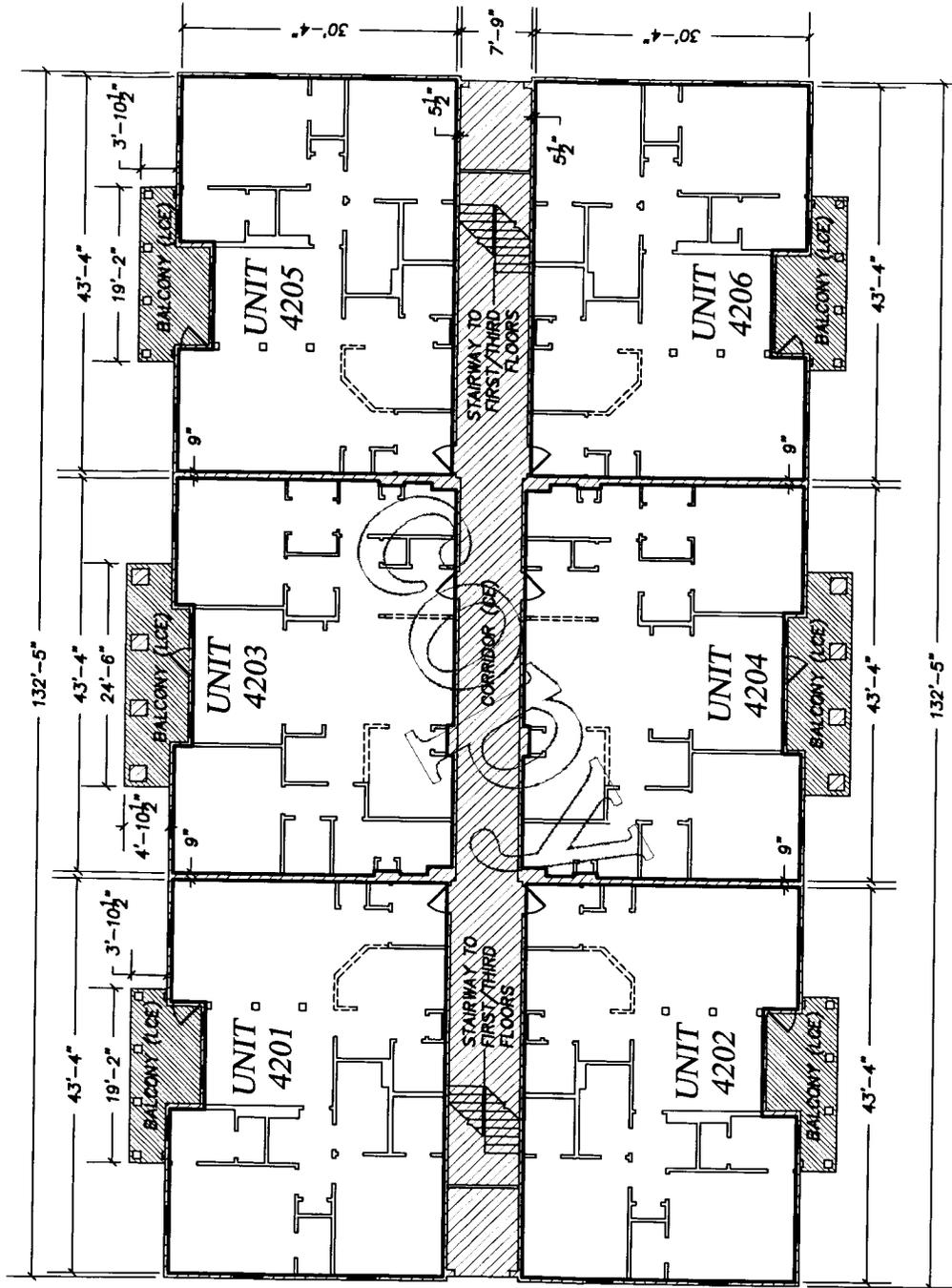
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 19 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1565



**BUILDING 4 SECOND FLOOR PLAN**

**LEGEND:**  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Cross-hatched Box] = COMMON ELEMENT

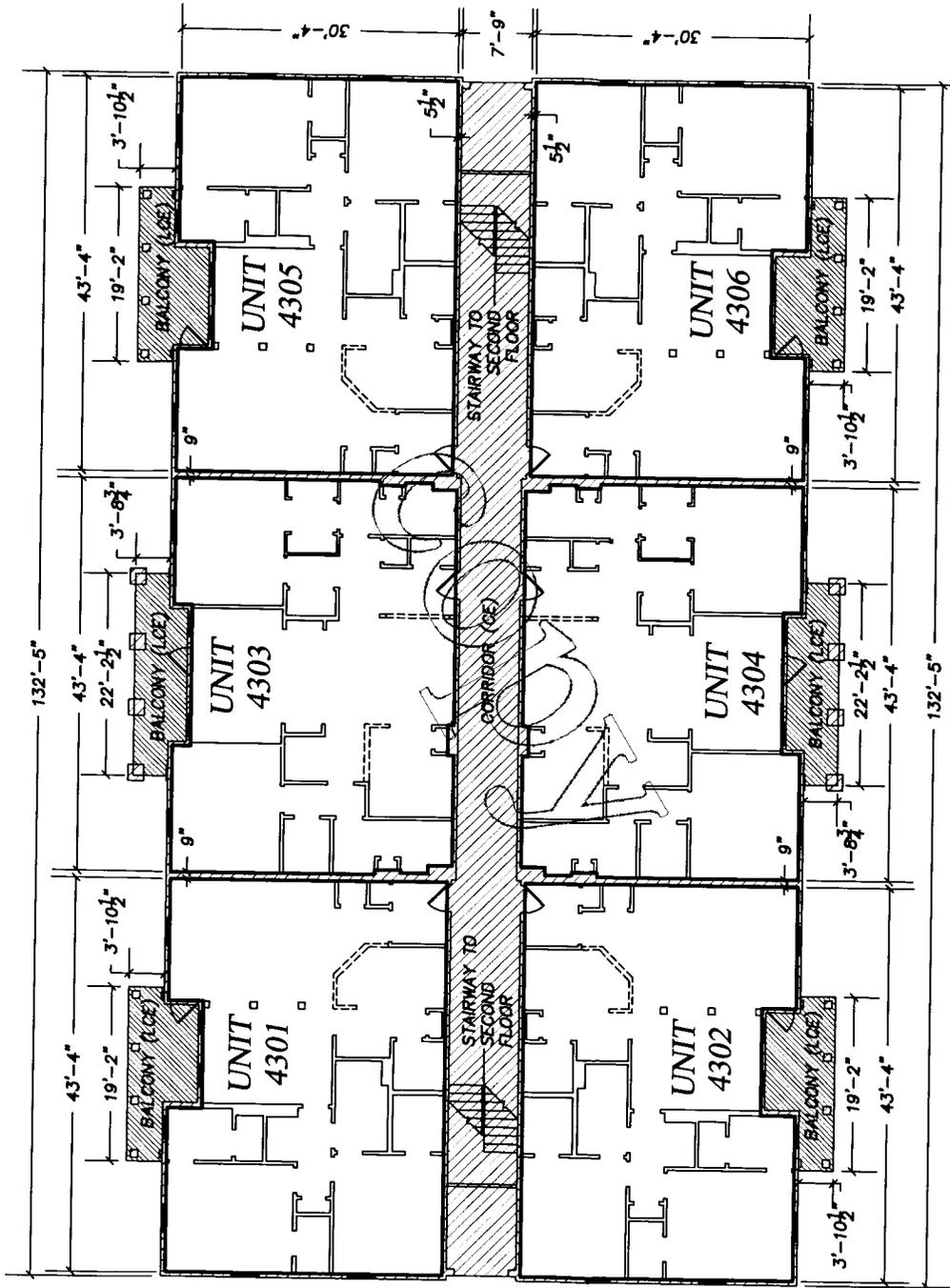
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 20 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1566



BUILDING 4 THIRD FLOOR PLAN

**LEGEND:**  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Cross-hatched Box] = COMMON ELEMENT

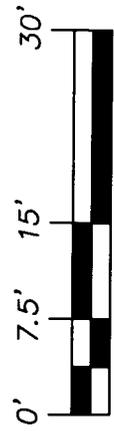
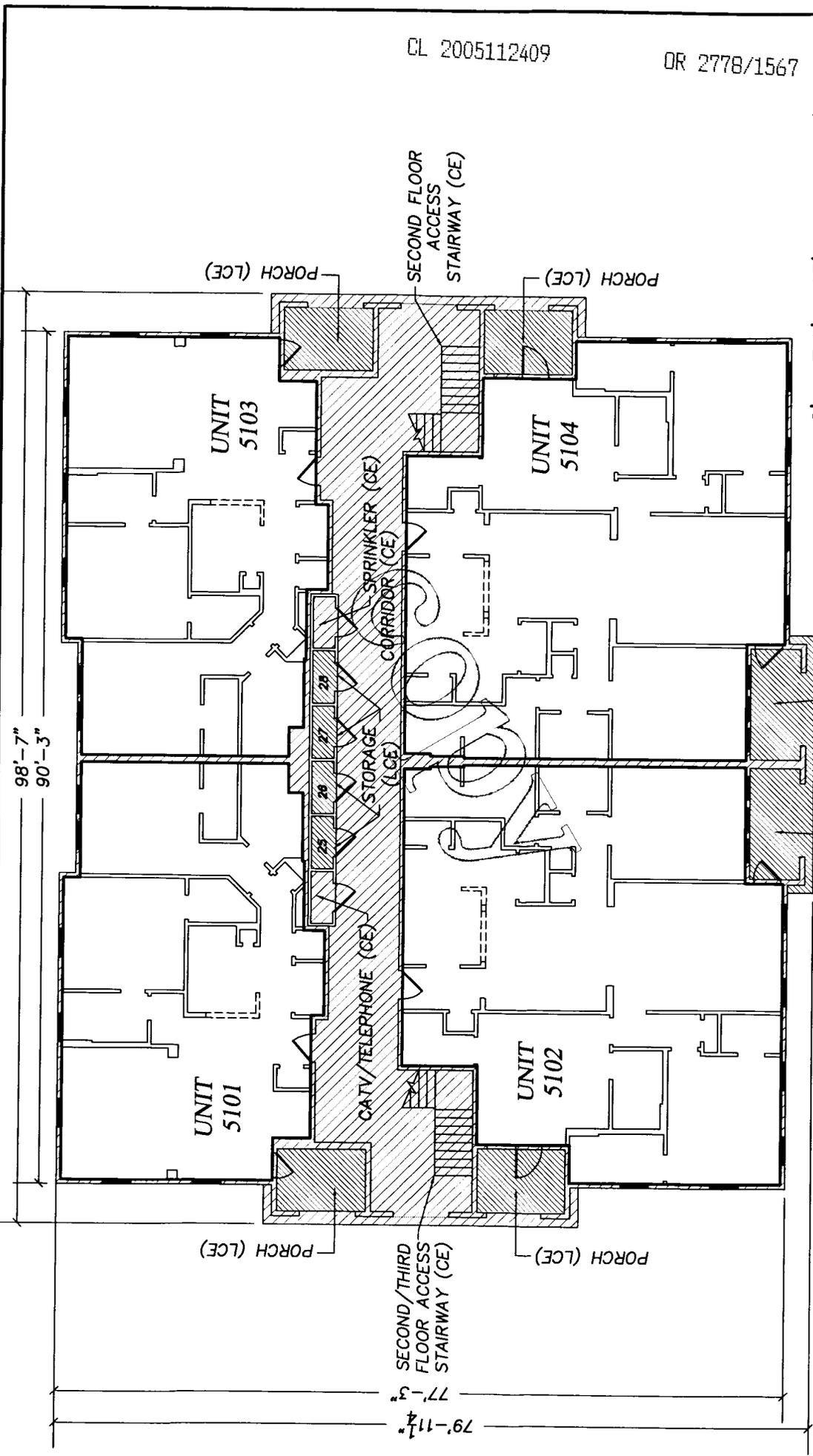
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 21 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1567



GRAPHIC SCALE

BUILDING 5 FIRST FLOOR PLAN

- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Hatched Box] = COMMON ELEMENT

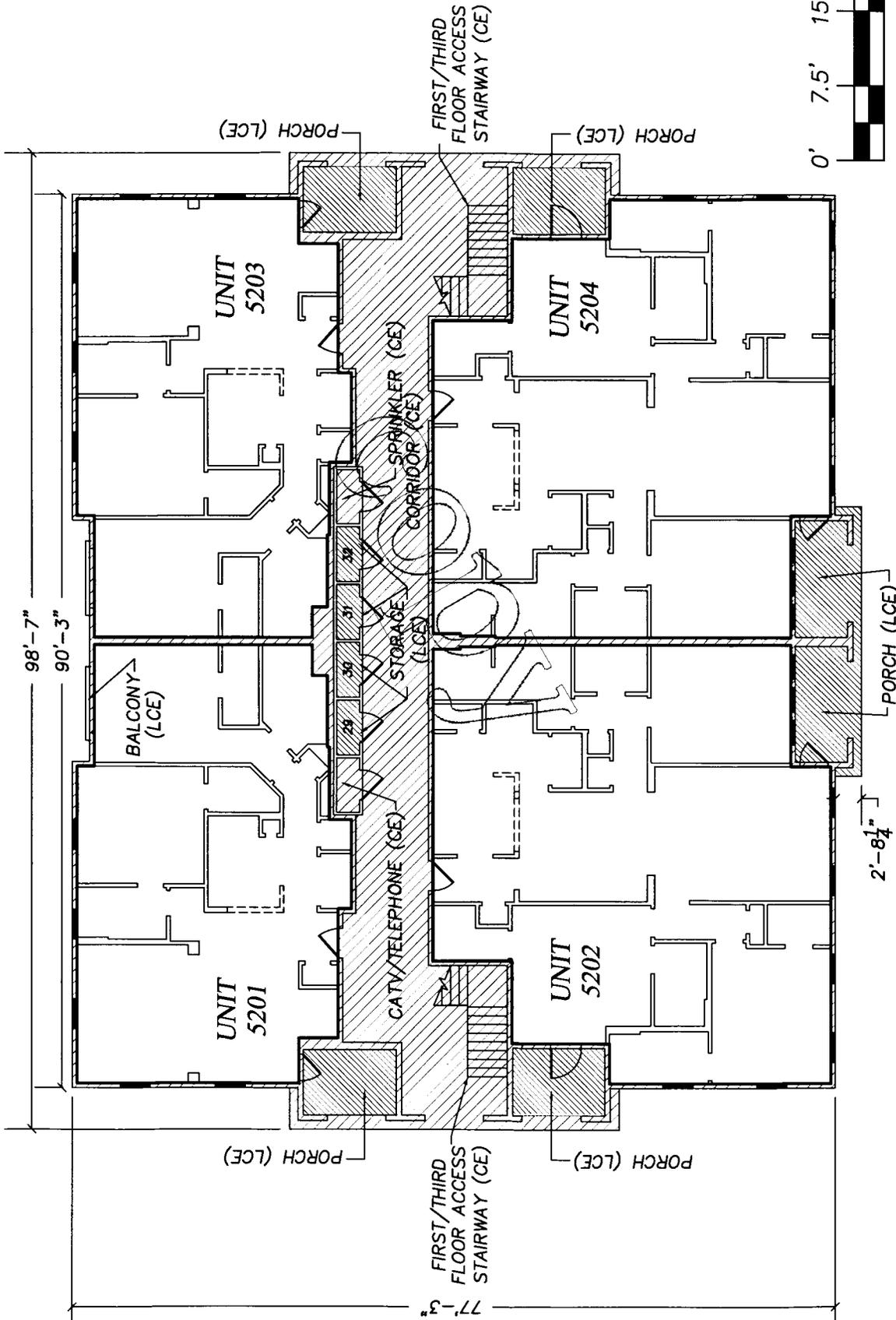
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 22 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

OR 2778/1568



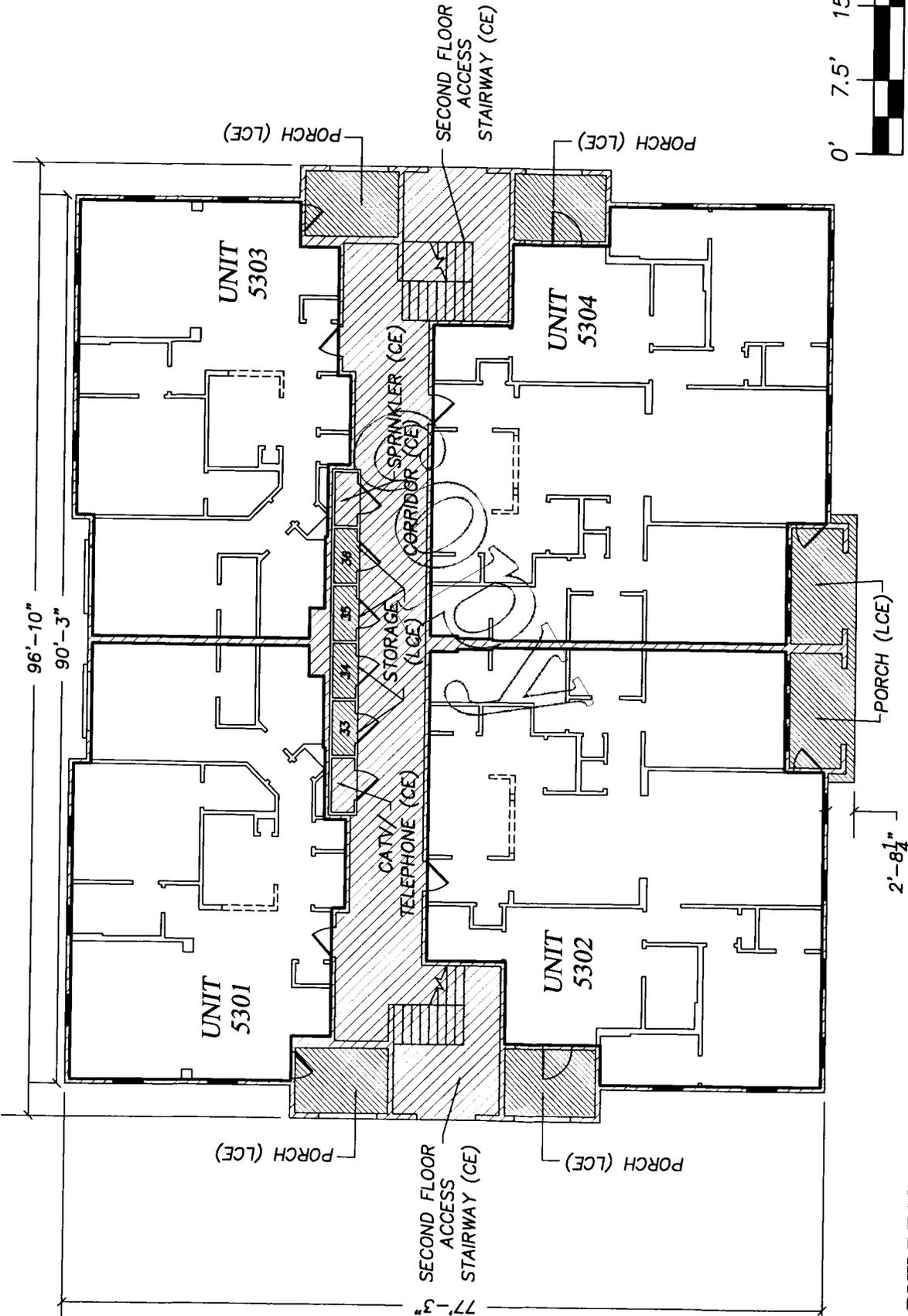
BUILDING 5 SECOND FLOOR PLAN

<p>LEGEND:</p> <ul style="list-style-type: none"> <li>(CE) = COMMON ELEMENT</li> <li>(LCE) = LIMITED COMMON ELEMENT</li> <li>CATV = CABLE TELEVISION</li> <li>(TYP.) = TYPICAL</li> <li>[Hatched Box] = LIMITED COMMON ELEMENT</li> <li>[Diagonal Hatched Box] = COMMON ELEMENT</li> </ul>	<p>FOR: GEORGETOWN AT CELEBRATION, A CONDOMINIUM</p>	<p>TYPE: CONDOMINIUM DOCUMENTS DATE: JANUARY 2005 PROJECT NUMBER: DDC DRAWN BY: GLG CHECKED BY: WDD SCALE: 1" = 15' SHEET: 23 OF 96</p>	<p><b>BOWYER-SINGLETON &amp; ASSOCIATES, INCORPORATED</b> ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221</p>
--	--	---	--

K:\DDC\J9\CONDO-DOCS\TYPE400A-B.DWG

CL 2005112409

OR 2778/1569



BUILDING 5 THIRD FLOOR PLAN

LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

(TYP.) = TYPICAL

[Hatched Box] = LIMITED COMMON ELEMENT

[Dotted Box] = COMMON ELEMENT

FOR:

GEORGETOWN

AT

CELEBRATION,

A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

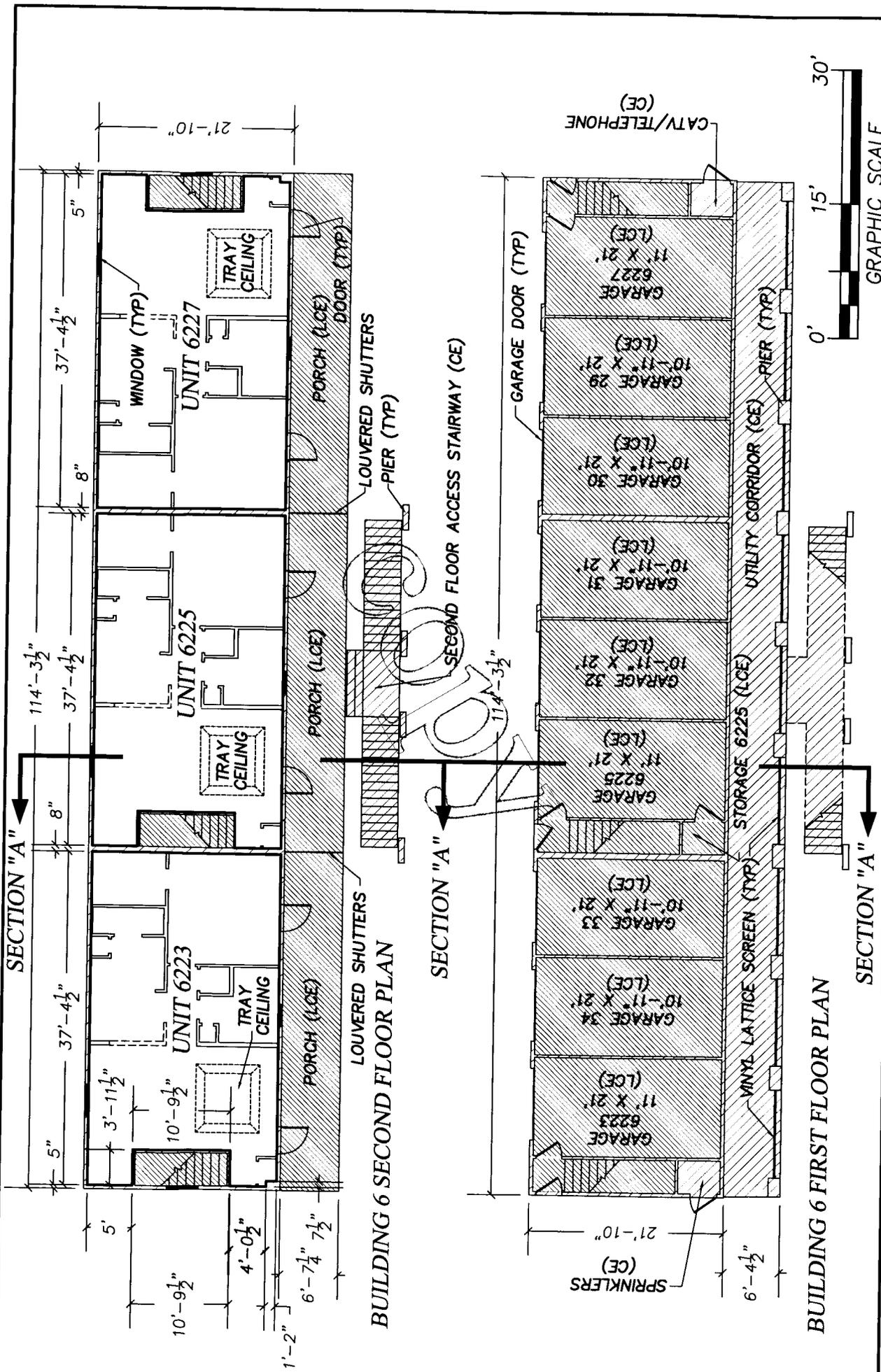
DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 15'

SHEET: 24 OF 96

**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



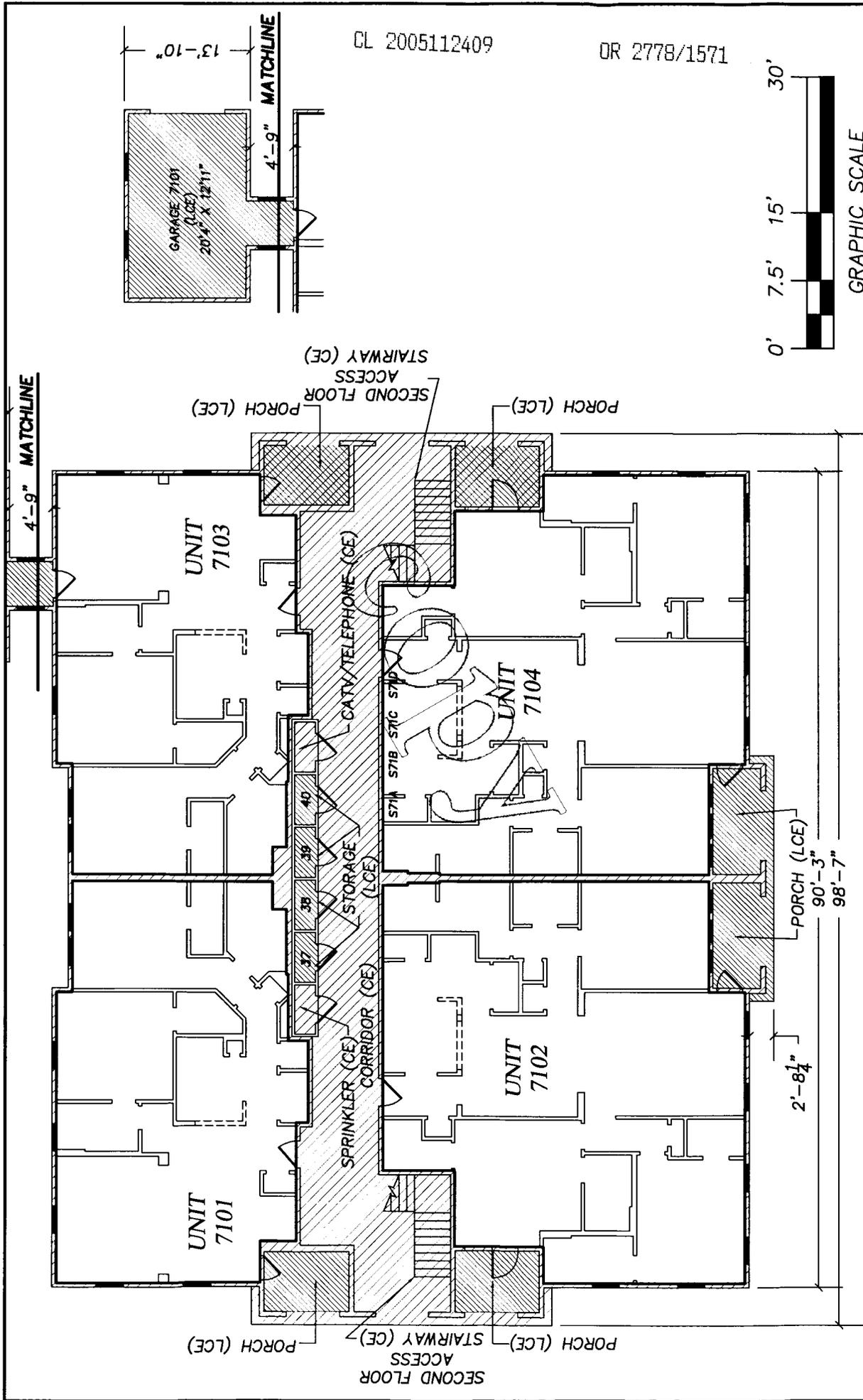
**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = COMMON ELEMENT
- [Dotted Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 25 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

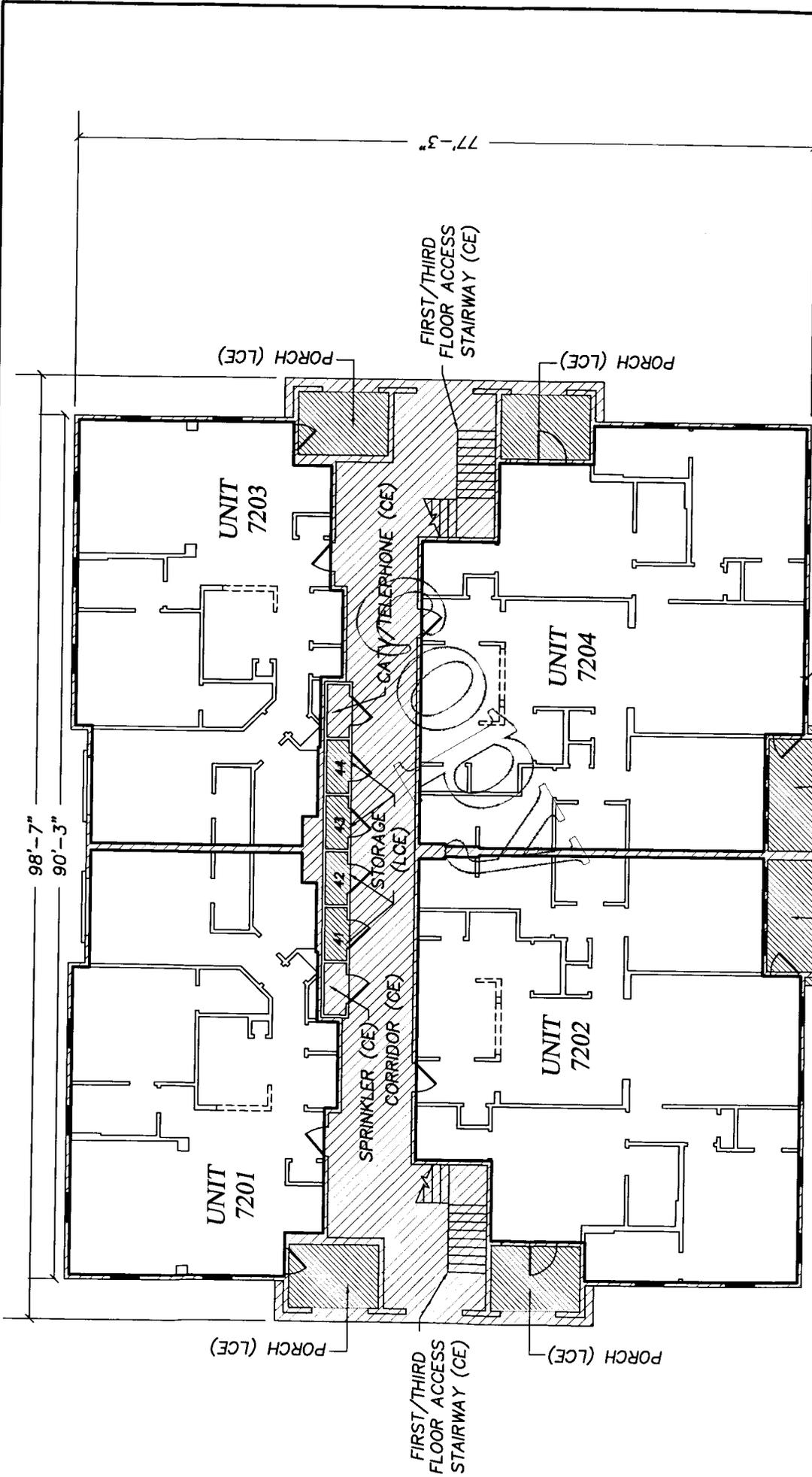


BUILDING 7 FIRST FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 26 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Diagonal Hatched Box] = COMMON ELEMENT



GRAPHIC SCALE

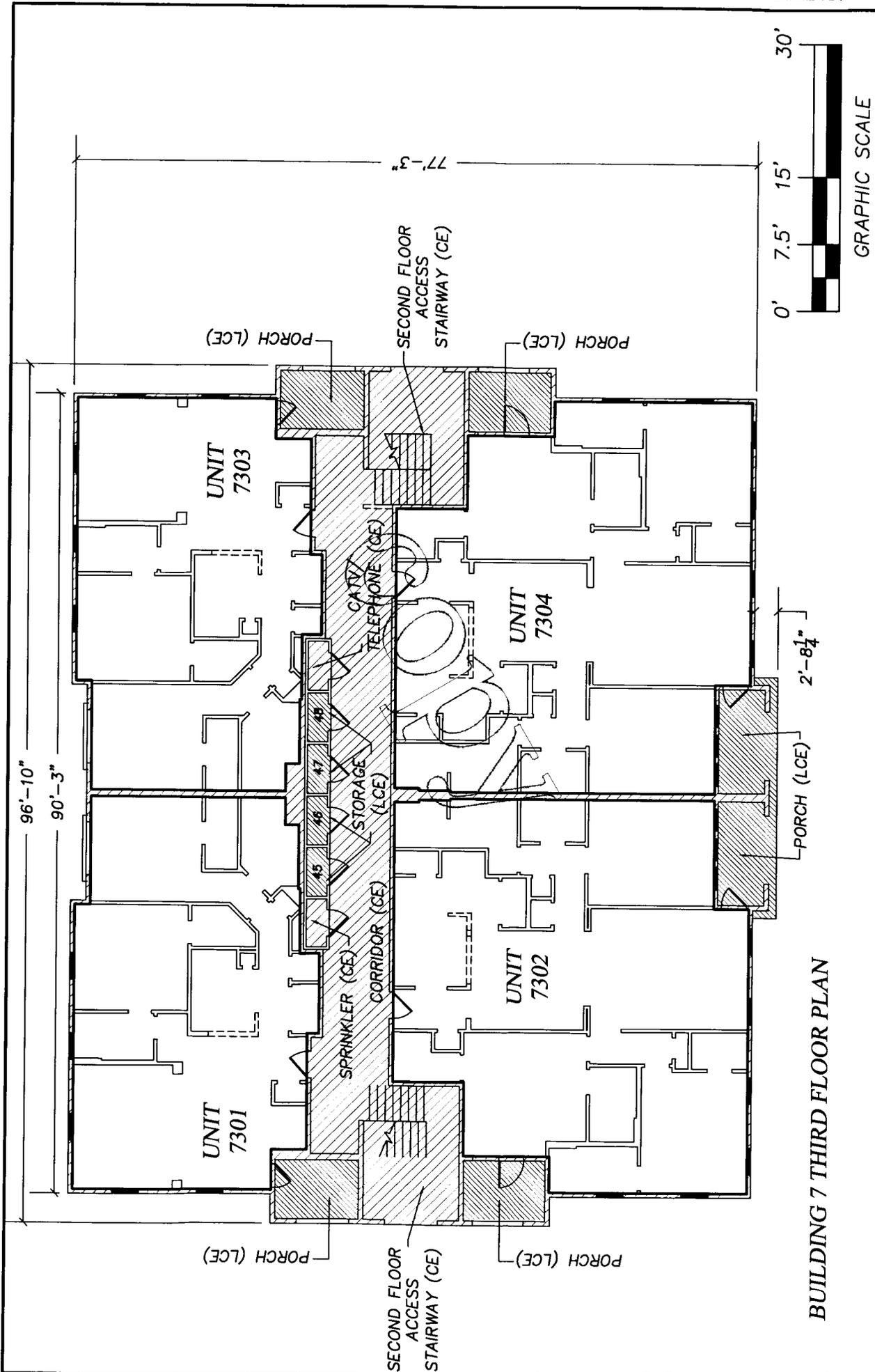
BUILDING 7 SECOND FLOOR PLAN

- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Diagonal Hatched Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 27 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



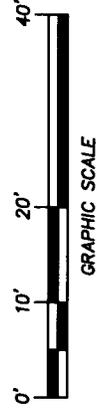
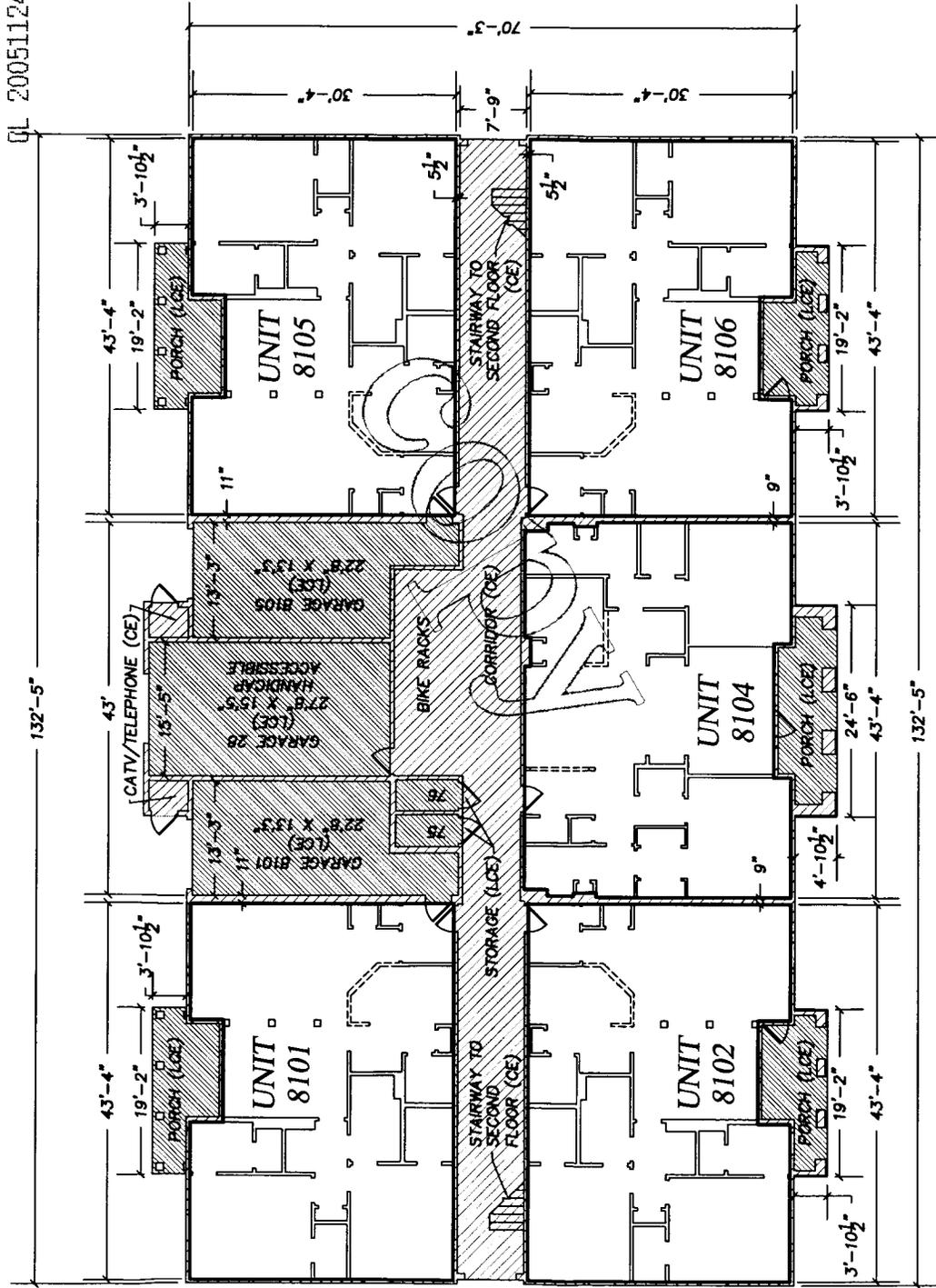
BUILDING 7 THIRD FLOOR PLAN

- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Dotted Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 28 OF 96

**BOWYER-SINGLETON**  
 & ASSOCIATES, INCORPORATED  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



**BUILDING 8 FIRST FLOOR PLAN**

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 29 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

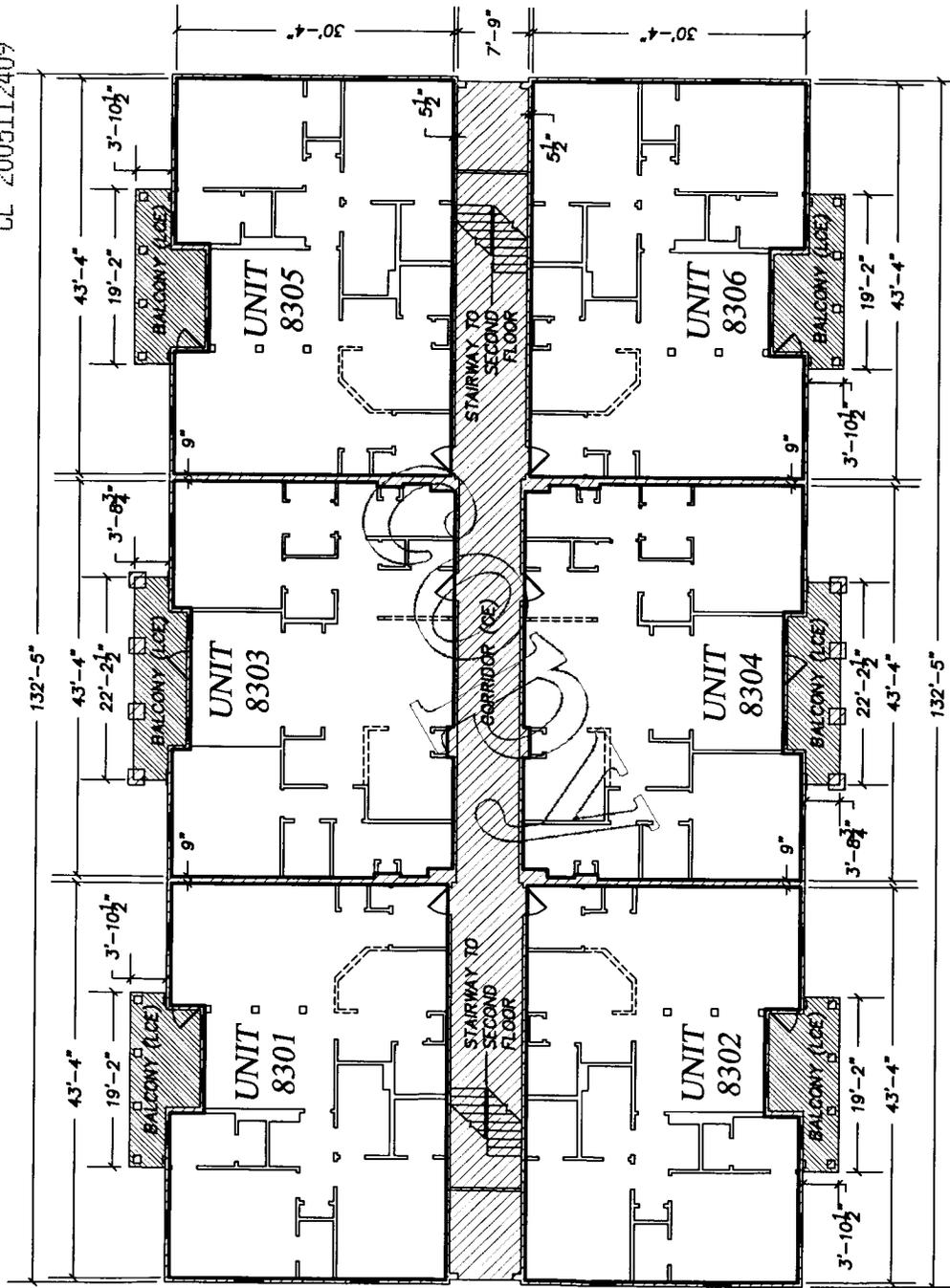
LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Dotted Box] = COMMON ELEMENT

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



CL 2005112409

OR 2778/1576



BUILDING 8 THIRD FLOOR PLAN

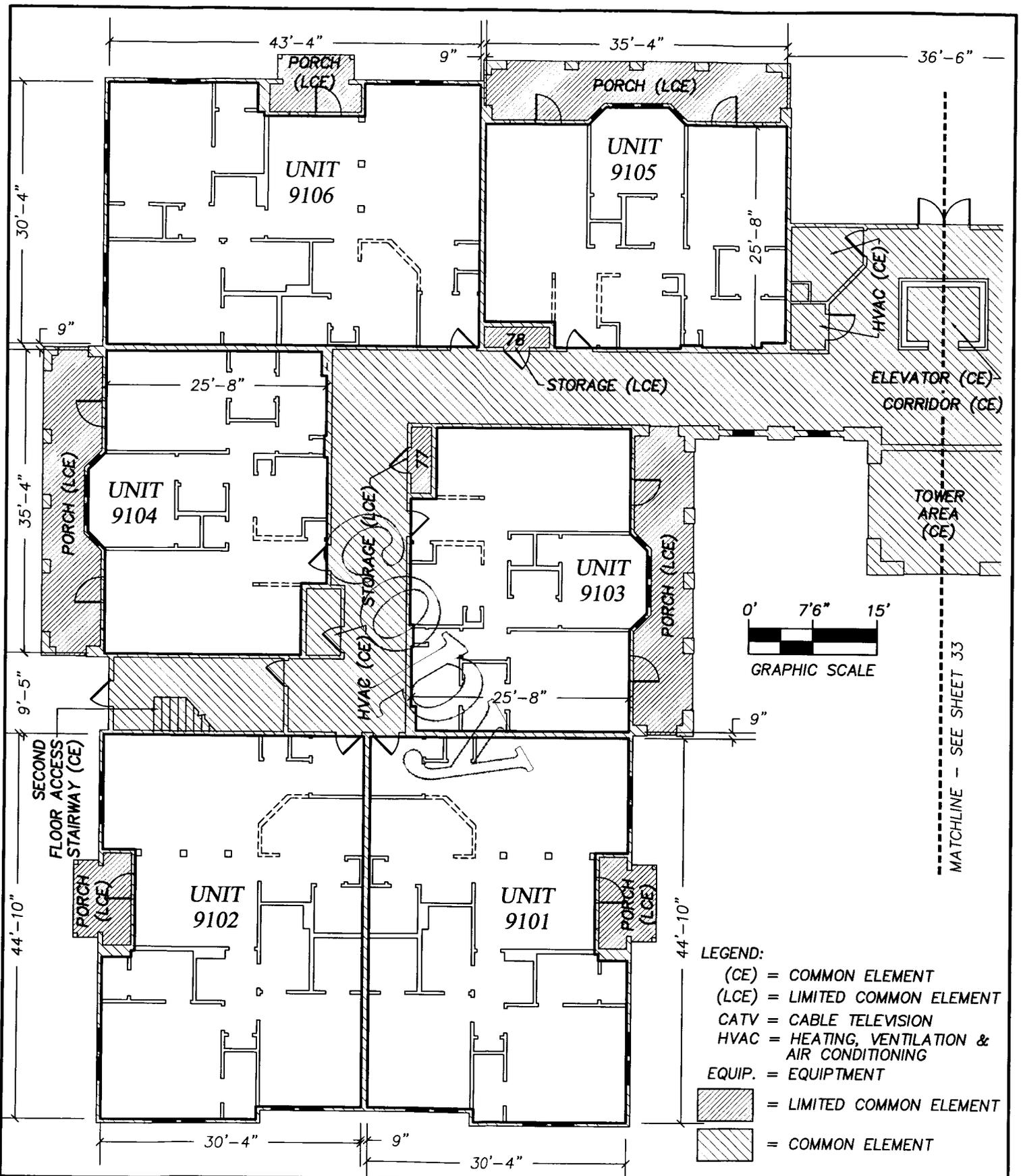
LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Cross-hatched Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 31 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

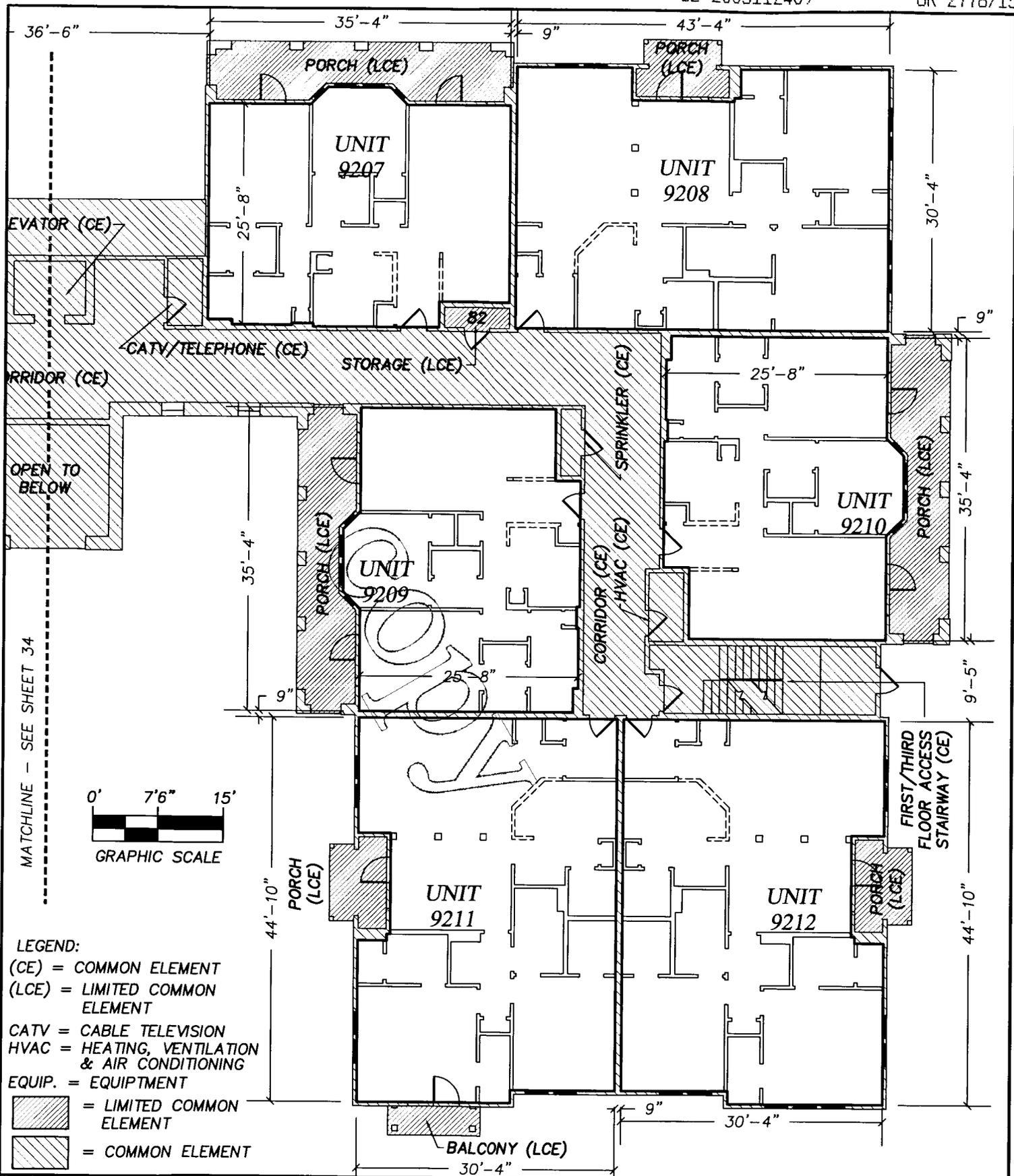
TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 15'  
SHEET: 32 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

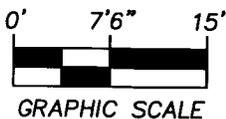
**BUILDING 9  
FIRST FLOOR  
PLAN**







MATCHLINE - SEE SHEET 34

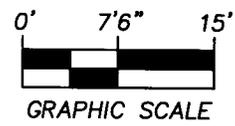
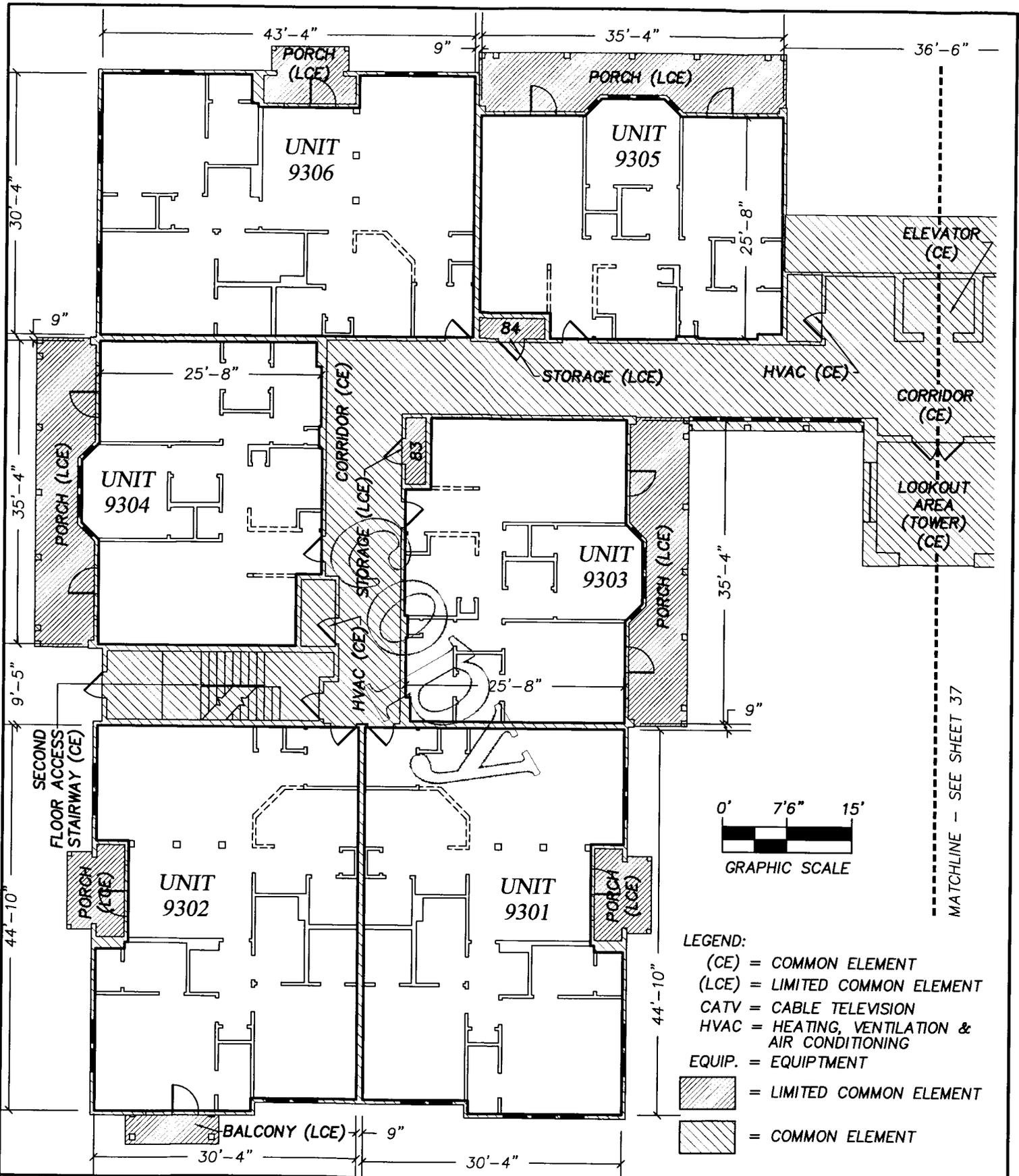


**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 35 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**BUILDING 9  
 SECOND FLOOR  
 PLAN**



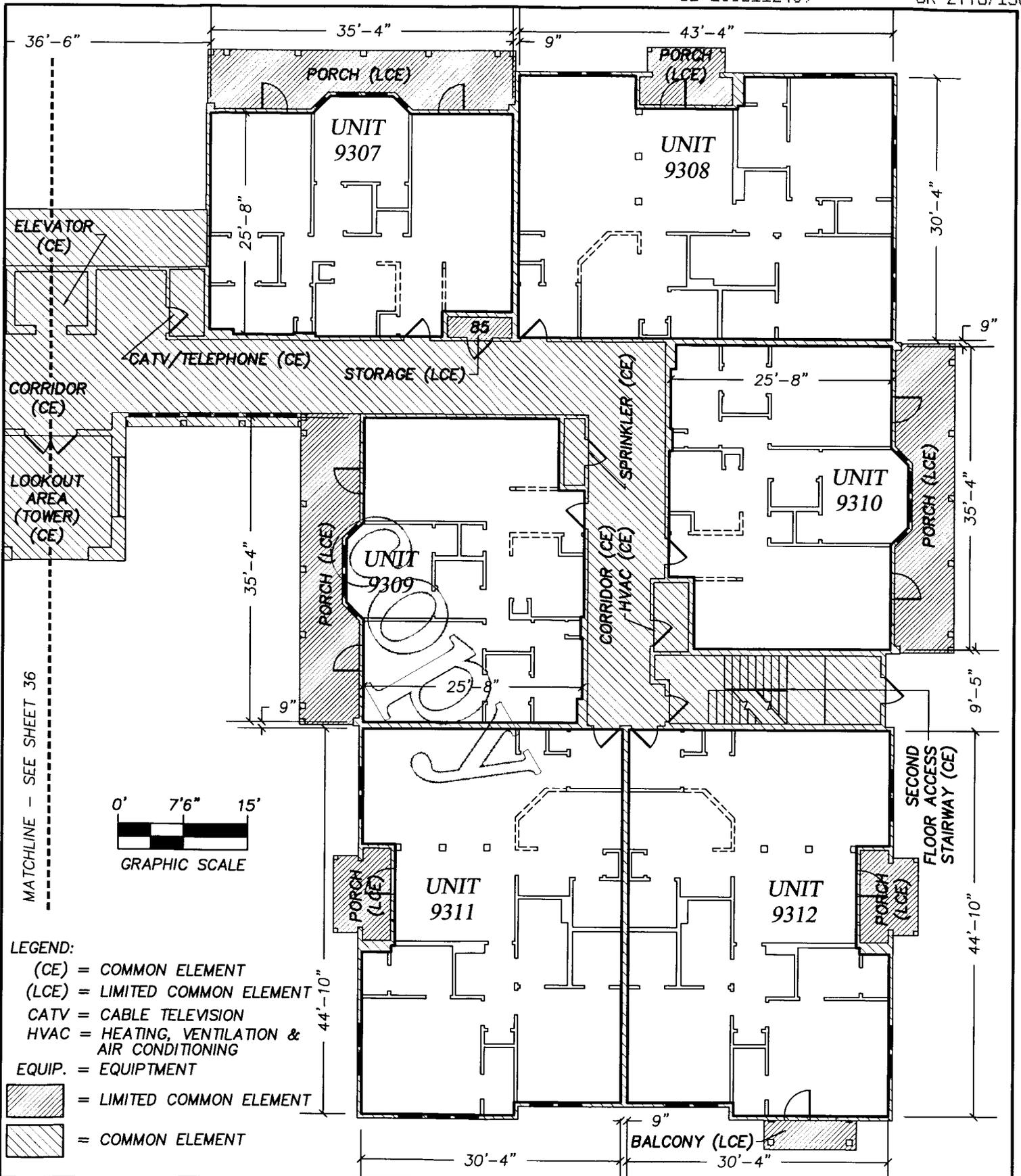
- LEGEND:**
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - HVAC = HEATING, VENTILATION & AIR CONDITIONING
  - EQUIP. = EQUIPMENT
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Diagonal Hatched Box] = COMMON ELEMENT

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 36 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**BUILDING 9  
 THIRD FLOOR  
 PLAN**



**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 37 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

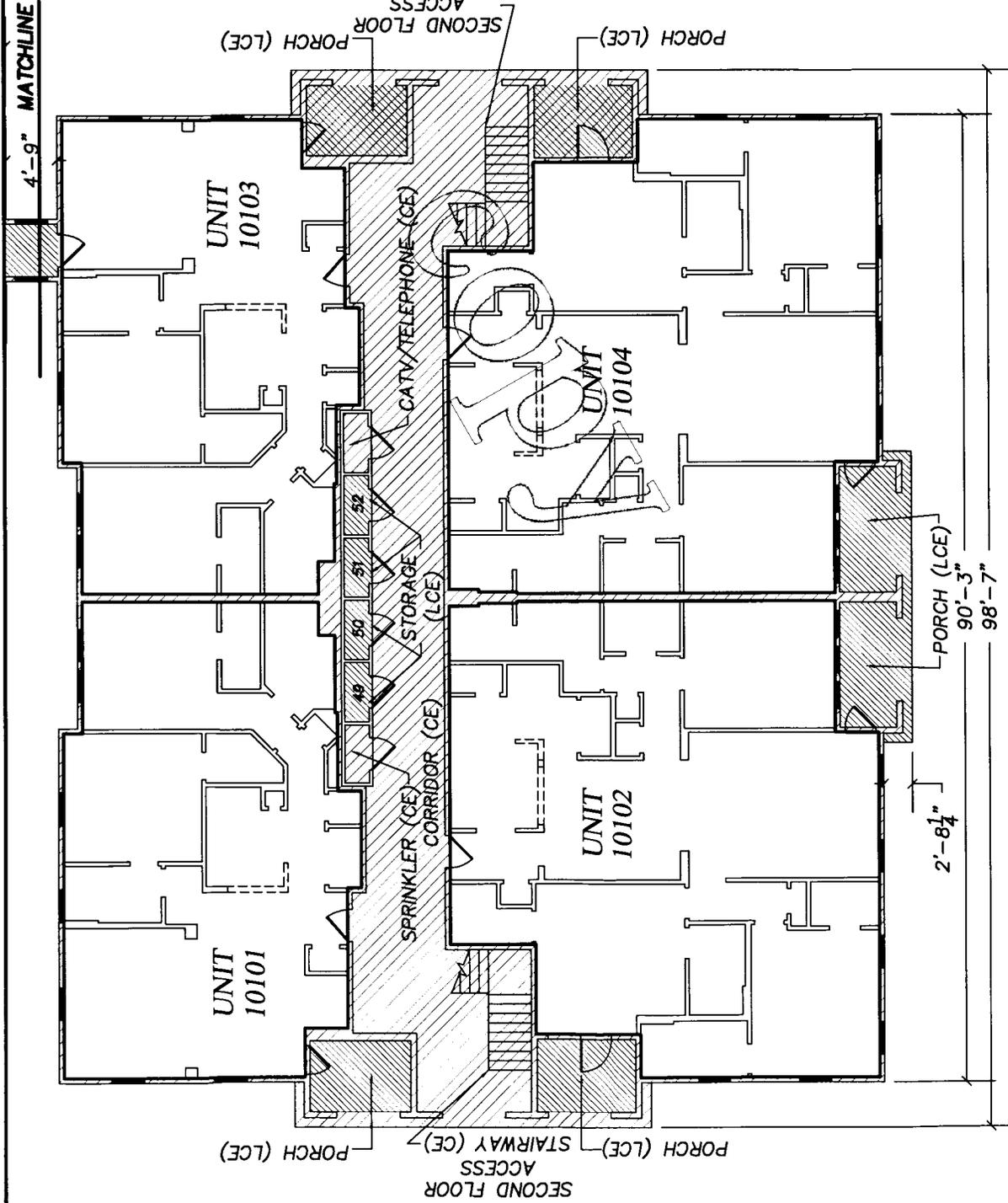
**BUILDING 9  
 THIRD FLOOR  
 PLAN**

CL 2005112409

OR 2778/1583



GRAPHIC SCALE



LEGEND:

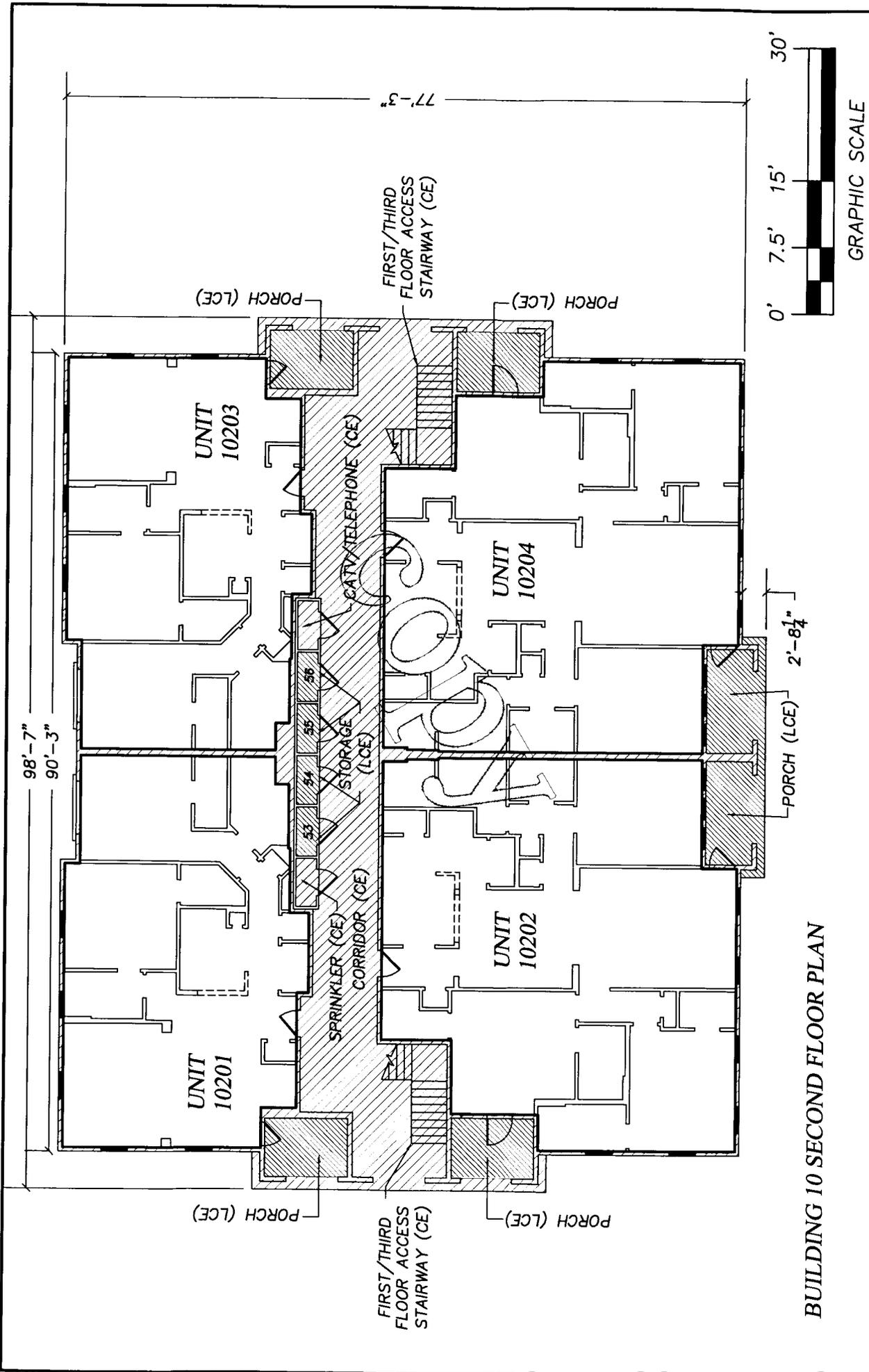
(CE)	= COMMON ELEMENT
(LCE)	= LIMITED COMMON ELEMENT
CATV	= CABLE TELEVISION
(TYP.)	= TYPICAL
	= LIMITED COMMON ELEMENT
	= COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 38 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

BUILDING 10 FIRST FLOOR PLAN



BUILDING 10 SECOND FLOOR PLAN

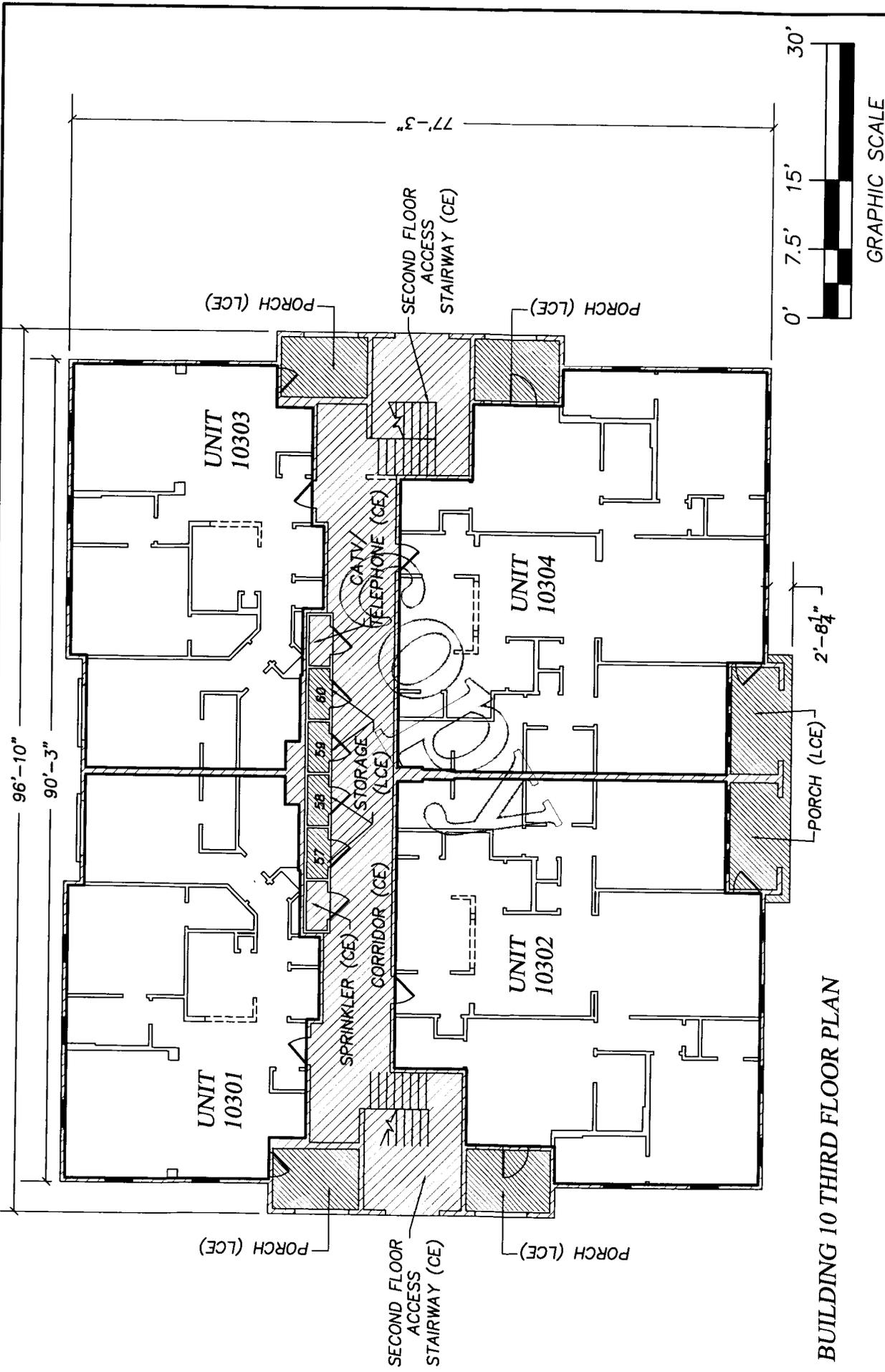
LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Dotted Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 39 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



BUILDING 10 THIRD FLOOR PLAN

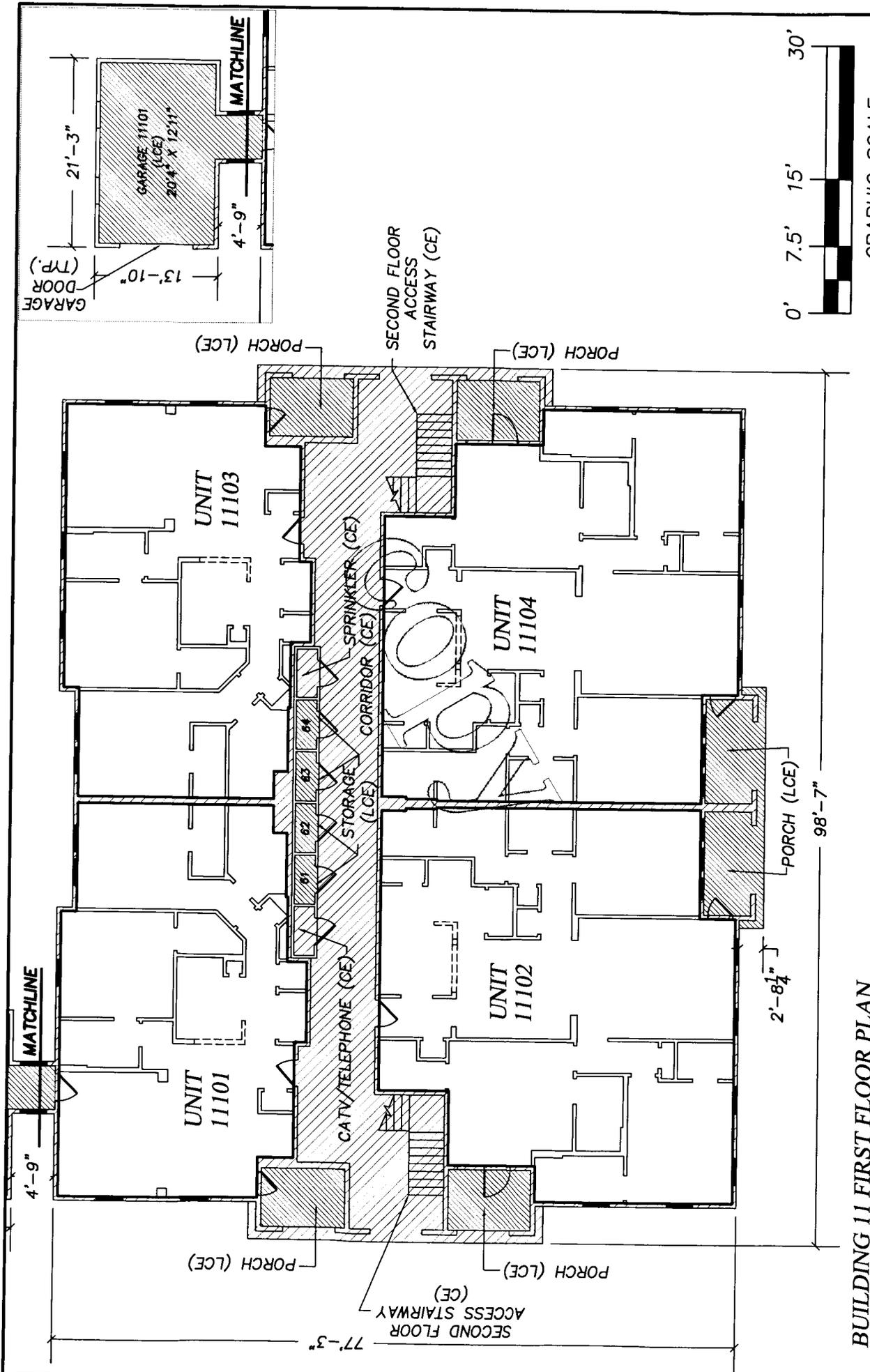
LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Diagonal Line Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 40 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

K:\DCC\J9\CONDO-DOCS\TYPE400A-B.DWG



BUILDING 11 FIRST FLOOR PLAN

GRAPHIC SCALE

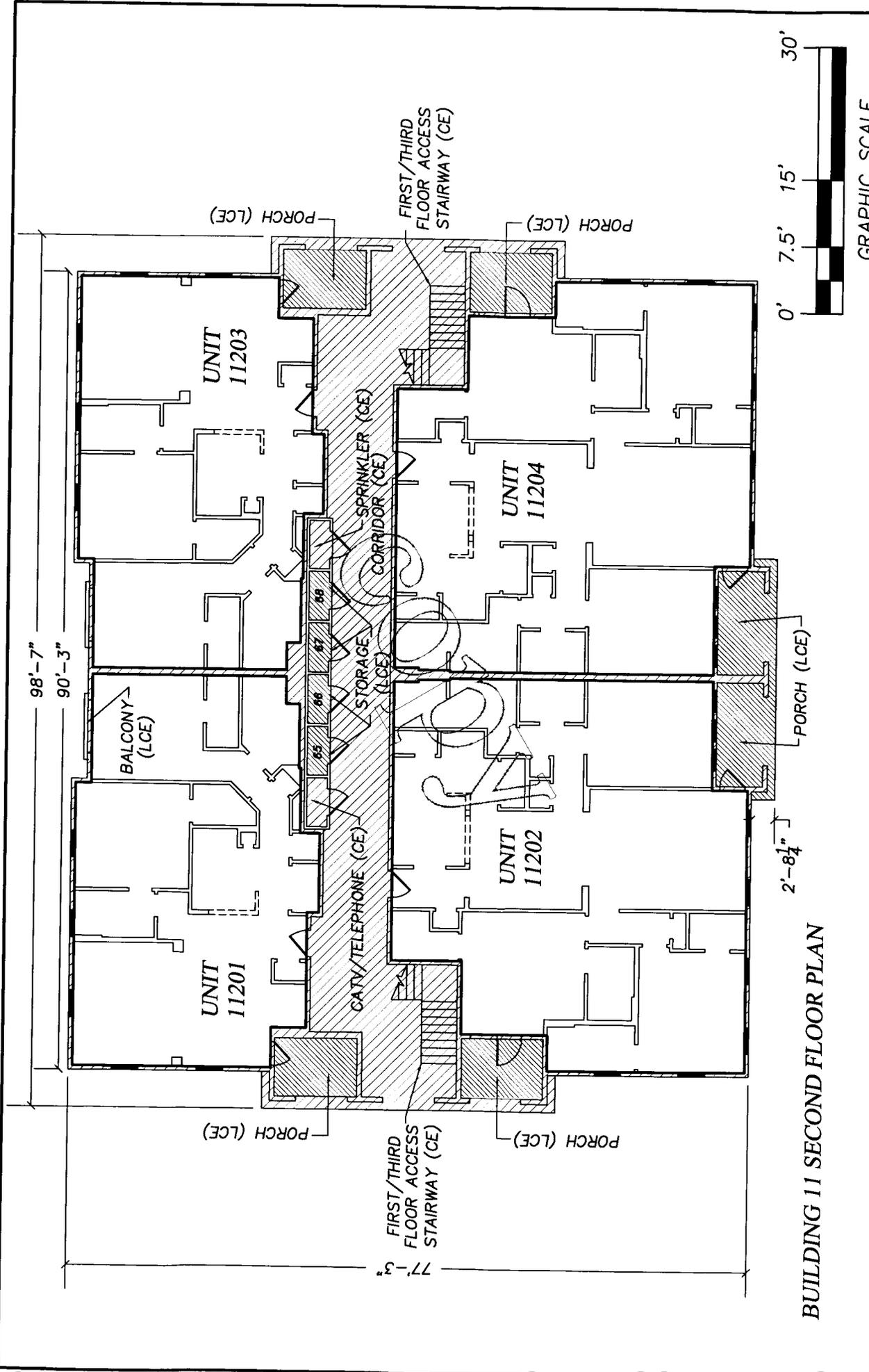
LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Dotted Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 41 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



BUILDING 11 SECOND FLOOR PLAN

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = LIMITED COMMON ELEMENT  
 [Diagonal Hatched Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

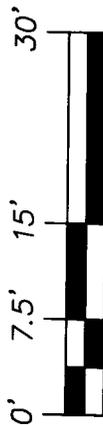
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 42 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

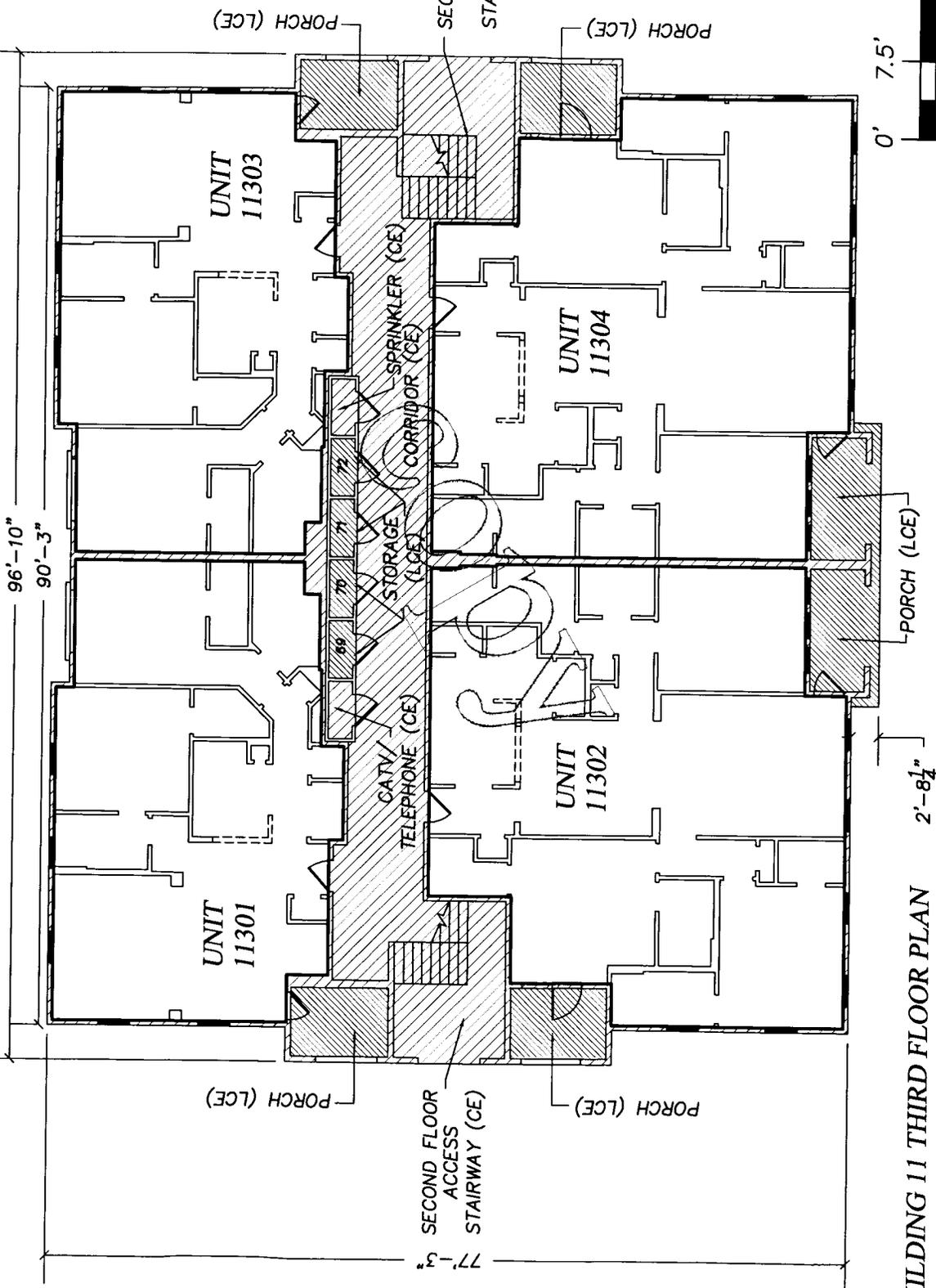
K:\DDC\j9\CONDO-DOCS\TYPE400A-B.DWG

CL 2005112409

OR 2778/1588



GRAPHIC SCALE



BUILDING 11 THIRD FLOOR PLAN

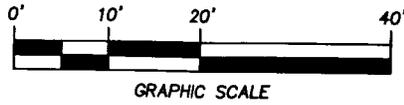
- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Cross-hatched Box] = COMMON ELEMENT

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 43 OF 96

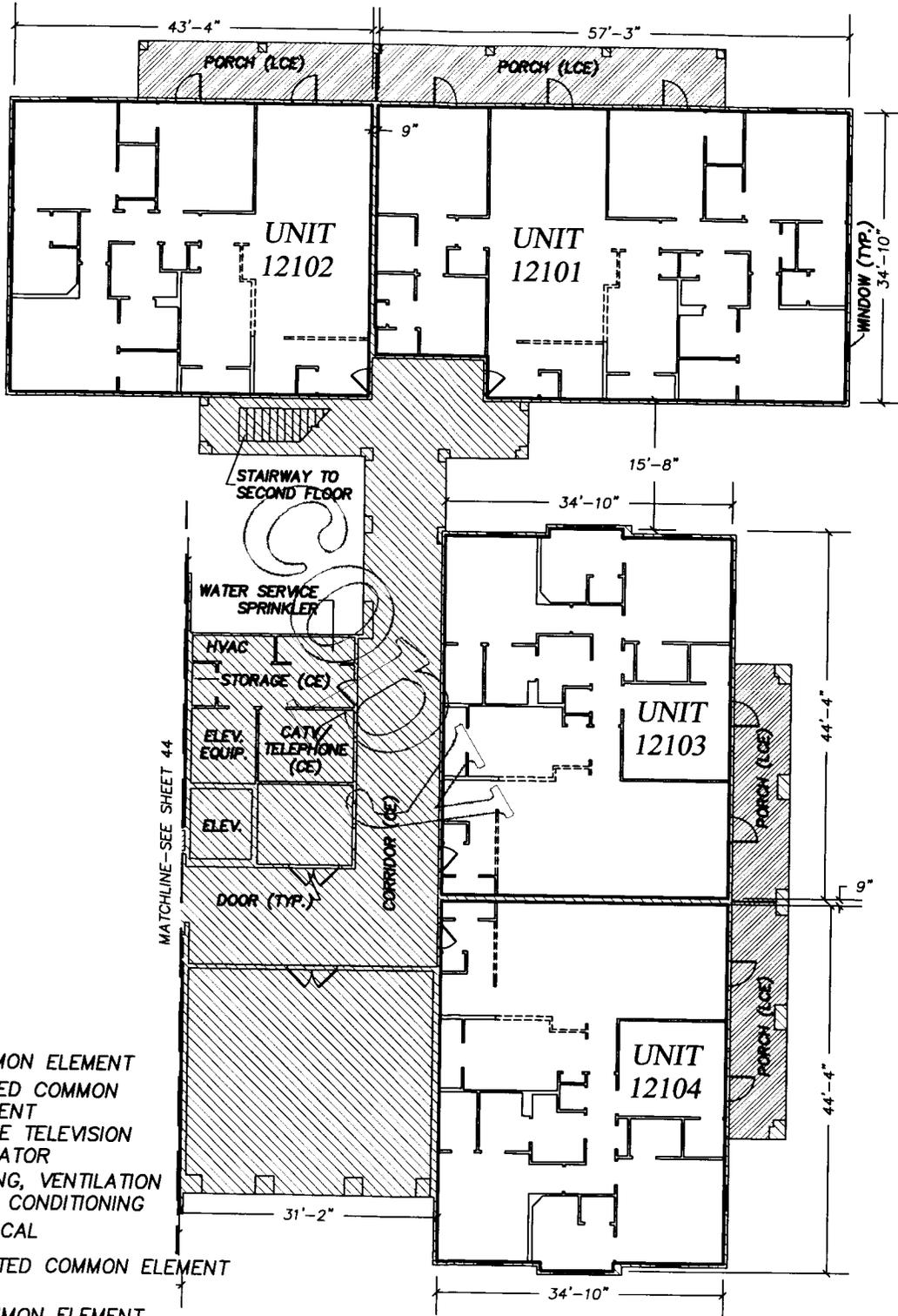
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221





CL 2005112409

OR 2778/1590



**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- ELEV. = ELEVATOR
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
- (TYP.) = TYPICAL
-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

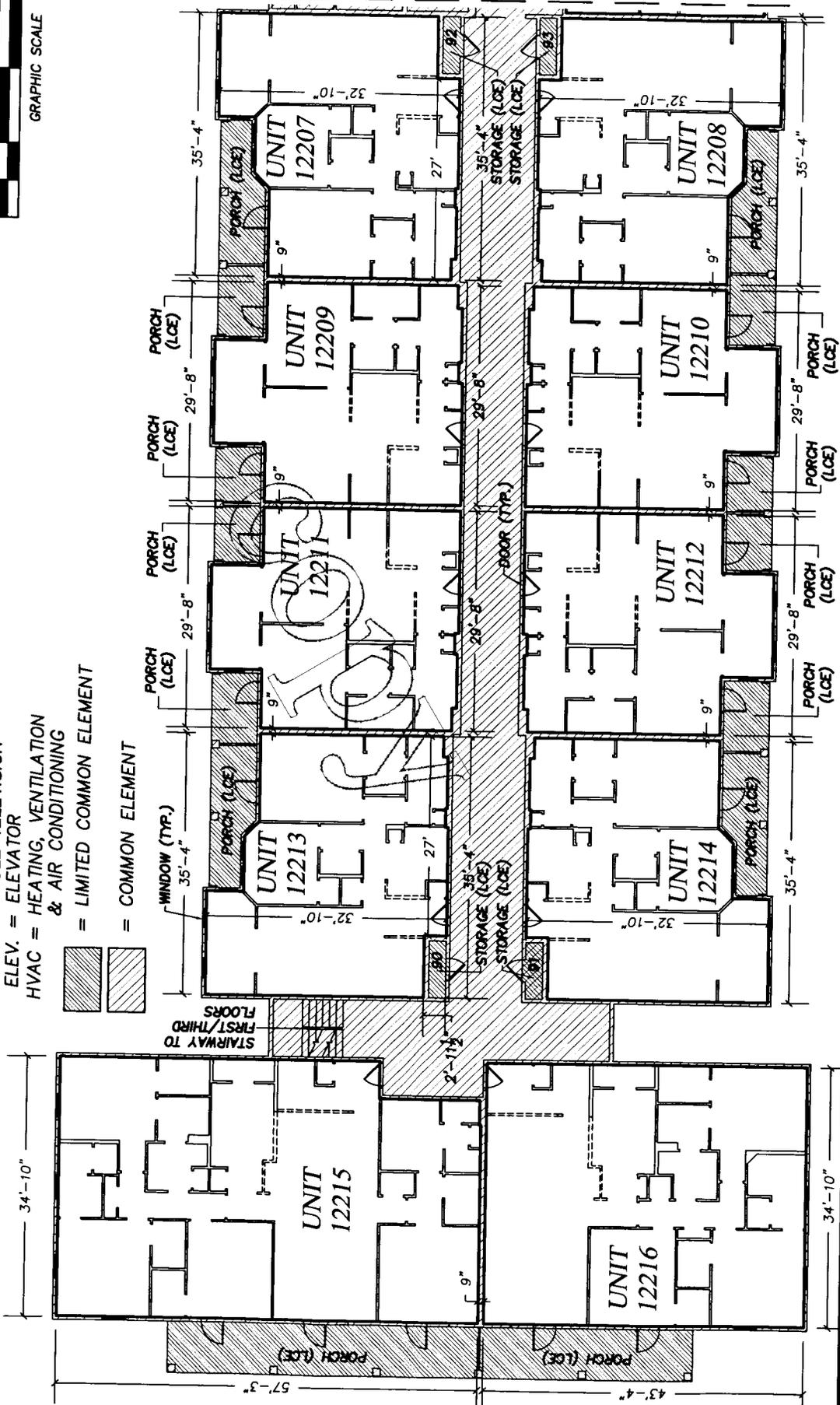
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 45 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

BUILDING 12  
 FIRST FLOOR  
 PLAN



MATCHLINE - SEE SHEET 47



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- ELEV. = ELEVATOR
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Solid Box] = COMMON ELEMENT

**BUILDING 12  
SECOND  
FLOOR  
PLAN**

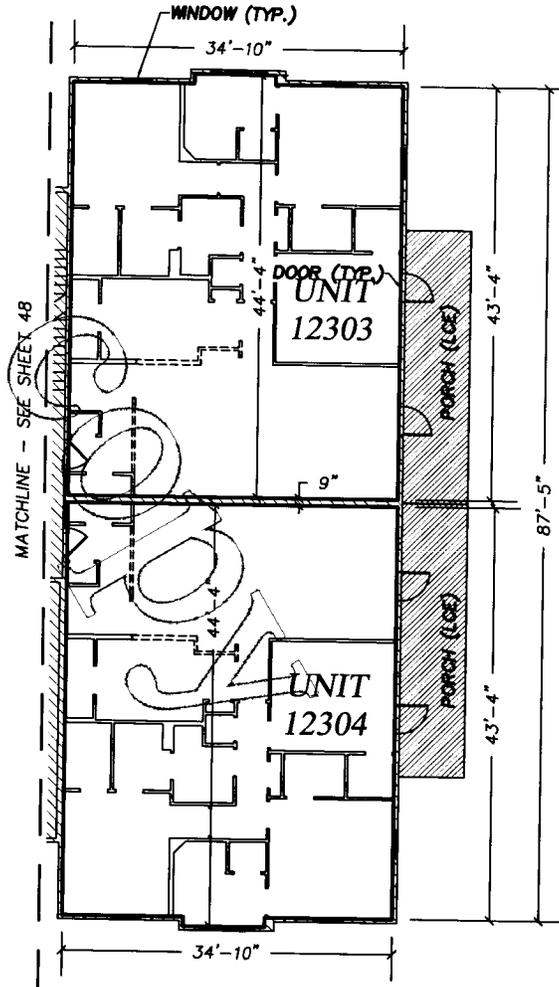
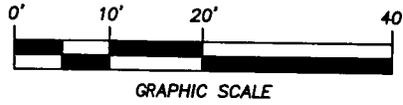
FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 46 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

K:\DDC\J9\CONDO-DOCS\TYPE700.DWG





LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- ELEV. = ELEVATOR
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

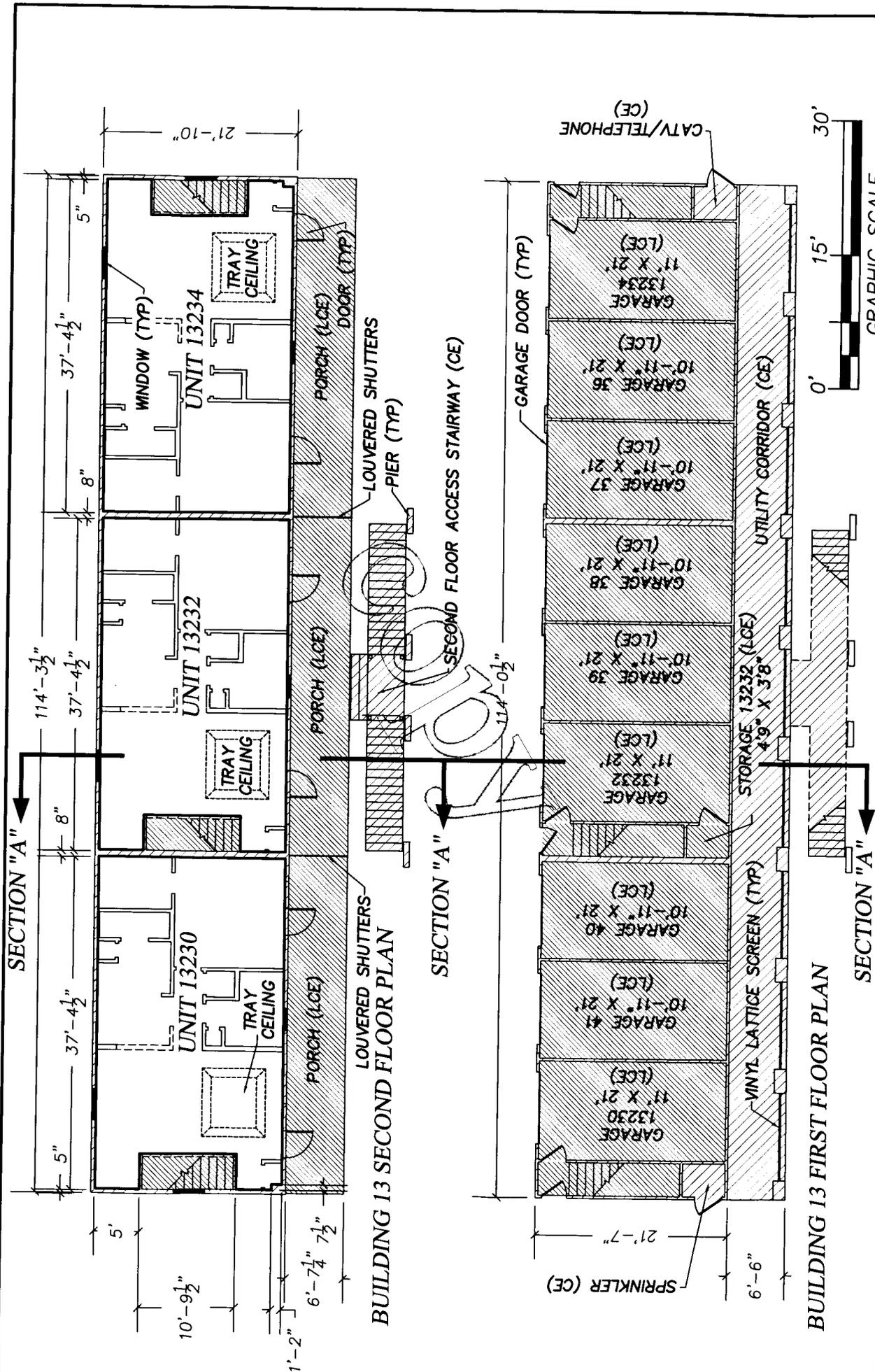
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 20'  
SHEET: 49 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

BUILDING 12  
THIRD FLOOR  
PLAN





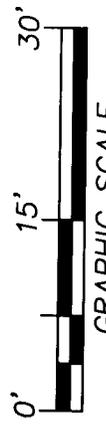
**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = COMMON ELEMENT
- [Dotted Box] = LIMITED COMMON ELEMENT

**FOR:**  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

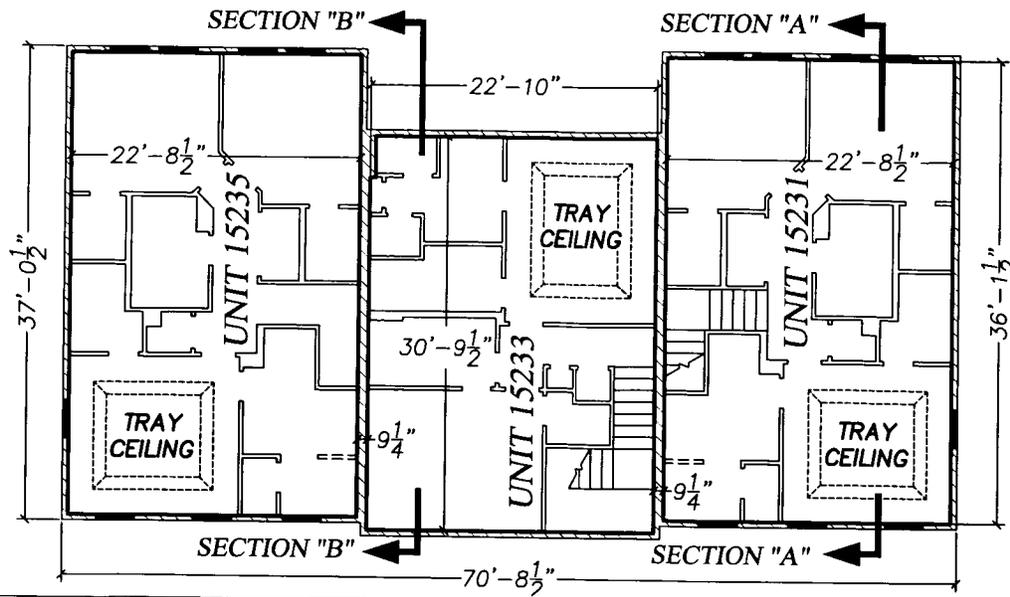
**TYPE:** CONDOMINIUM DOCUMENTS  
**DATE:** JANUARY 2005  
**PROJECT NUMBER:** DDC  
**DRAWN BY:** GLG  
**CHECKED BY:** WDD  
**SCALE:** 1" = 15'  
**SHEET:** 50 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

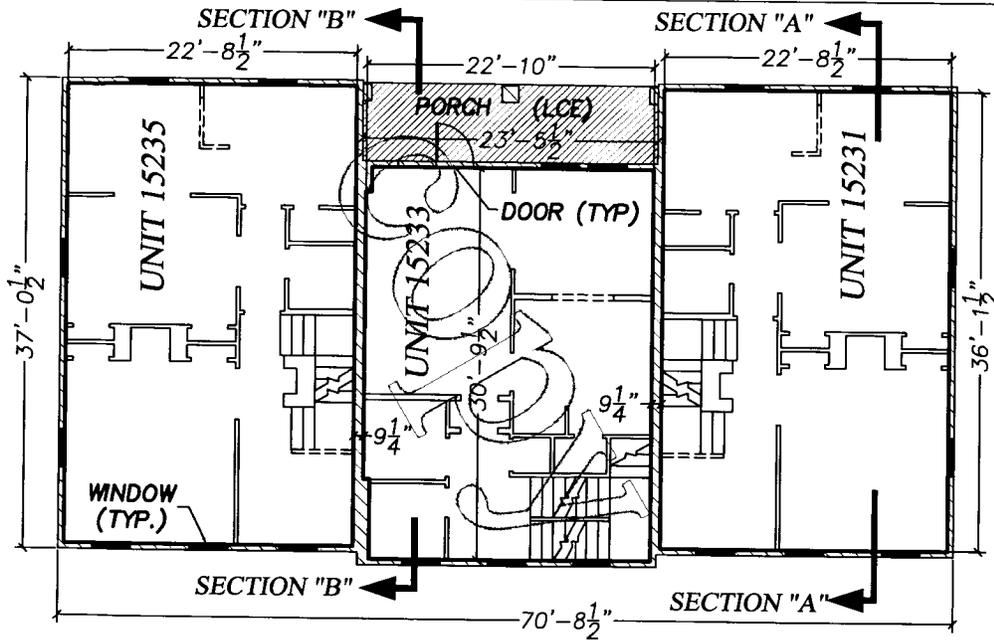




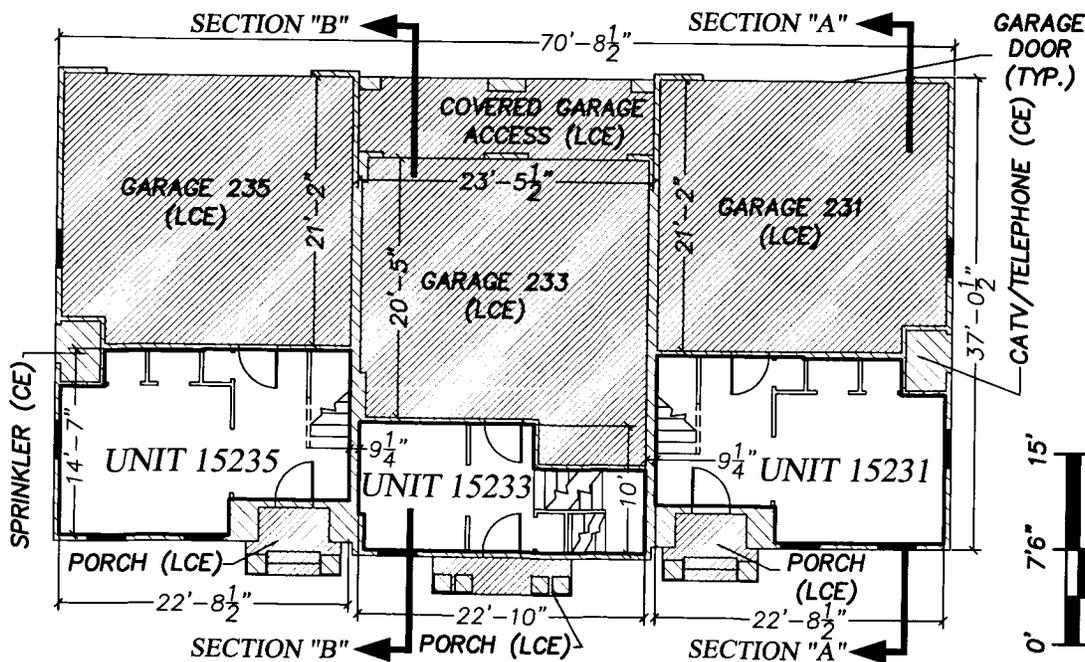
BUILDING 15 THIRD FLOOR PLAN



BUILDING 15 SECOND FLOOR PLAN



BUILDING 15 FIRST FLOOR PLAN



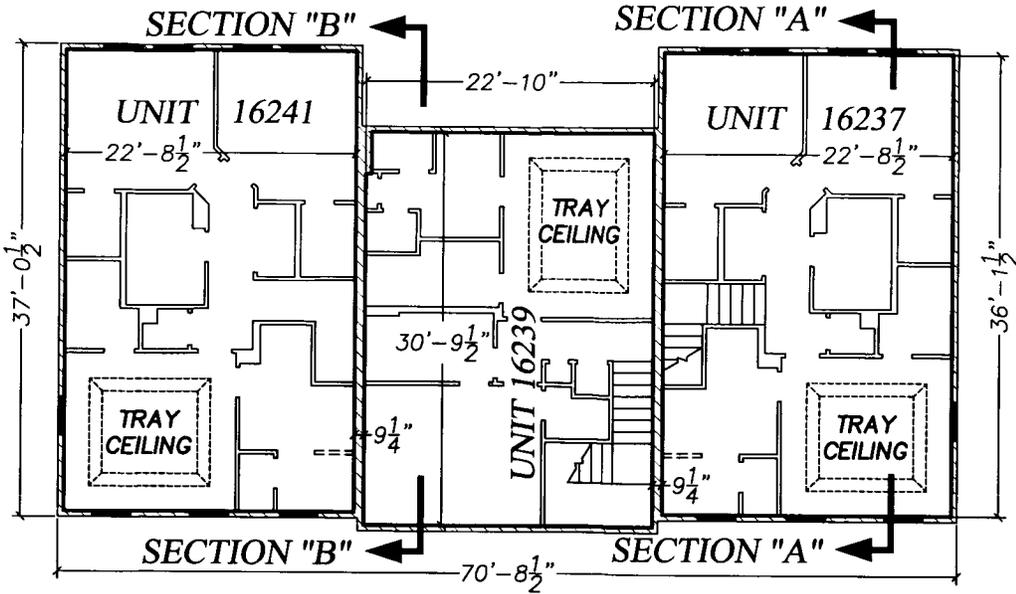
- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP) = TYPICAL
  - [Hatched Box] = COMMON ELEMENT
  - [Hatched Box] = LIMITED COMMON ELEMENT

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

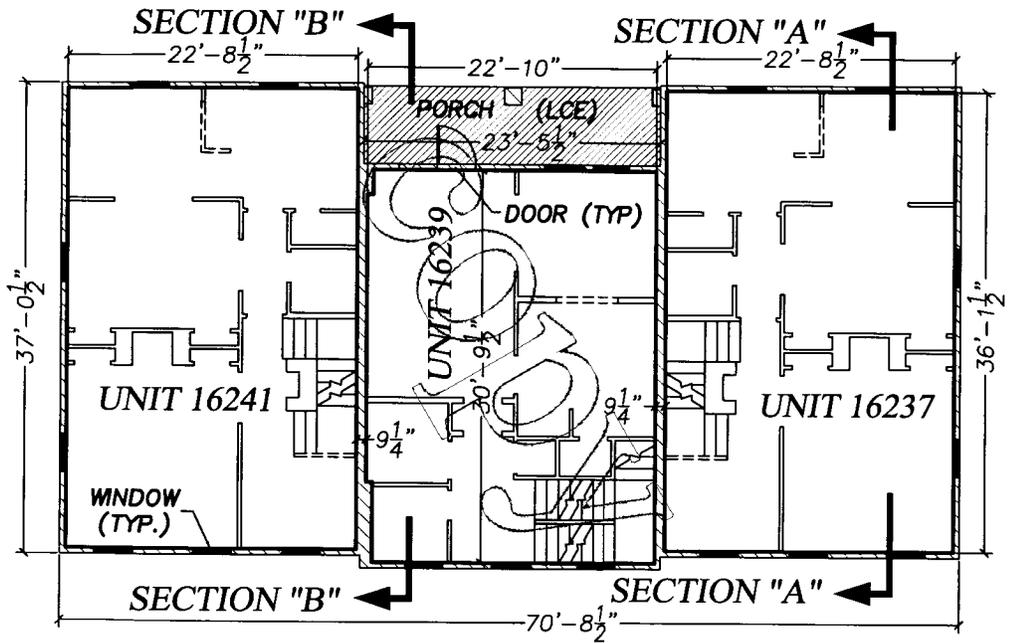
TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 15'  
SHEET: 52 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

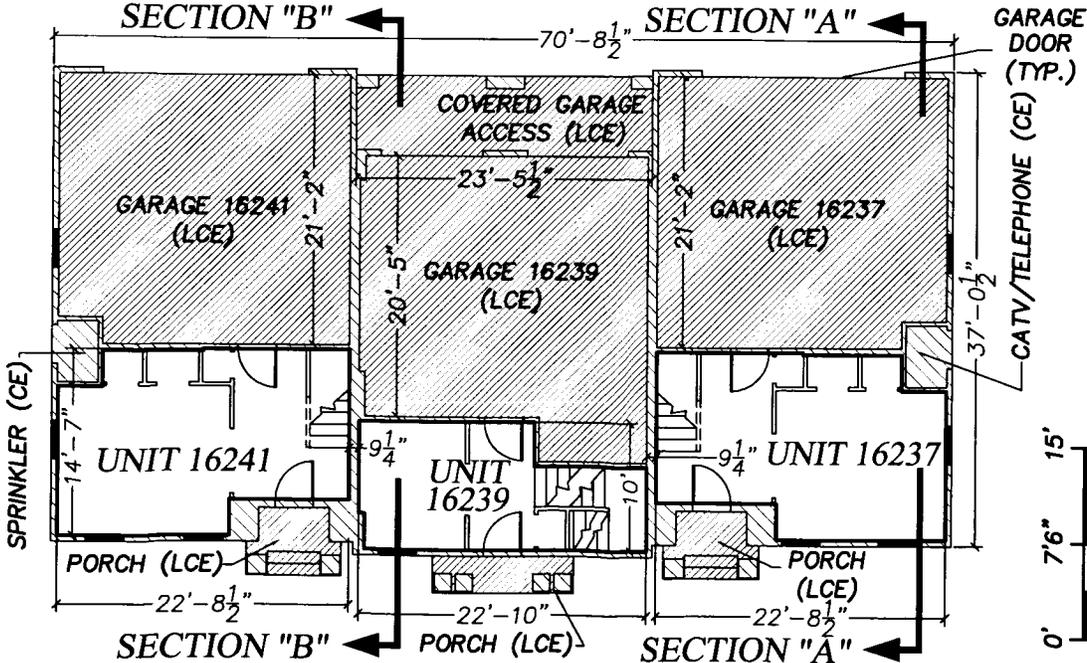
BUILDING 16 THIRD FLOOR PLAN



BUILDING 16 SECOND FLOOR PLAN



BUILDING 16 FIRST FLOOR PLAN



LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

(TYP) = TYPICAL

[Hatched Box] = COMMON ELEMENT

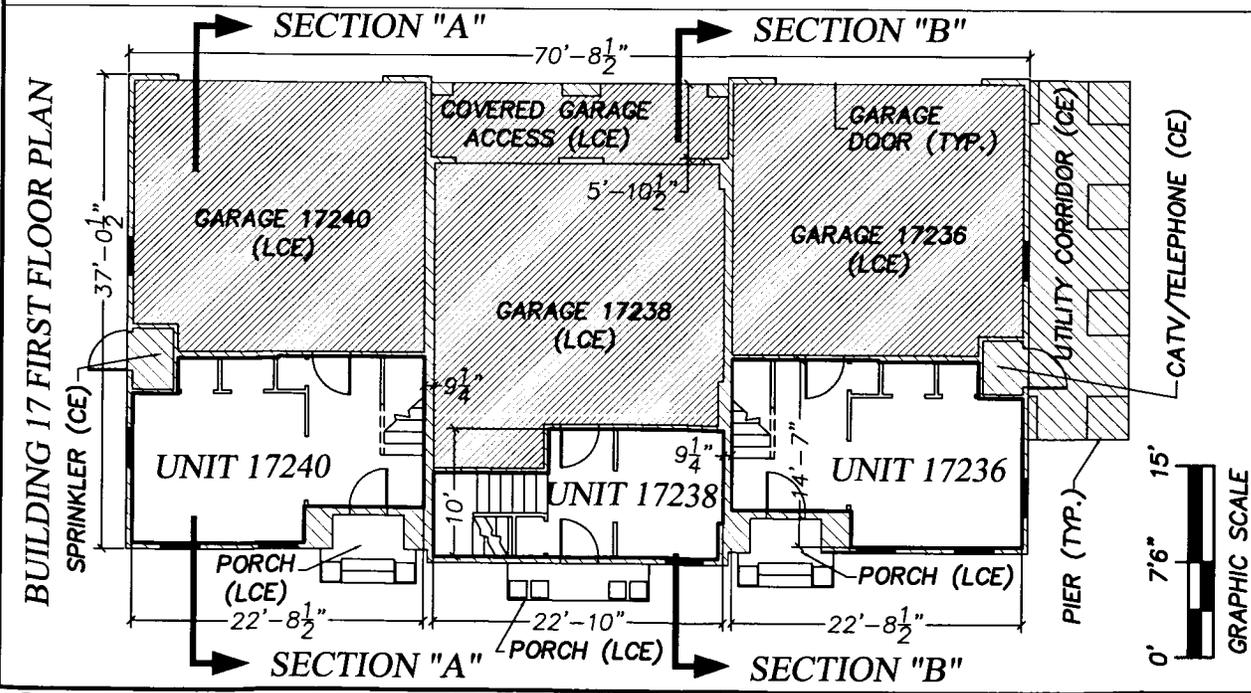
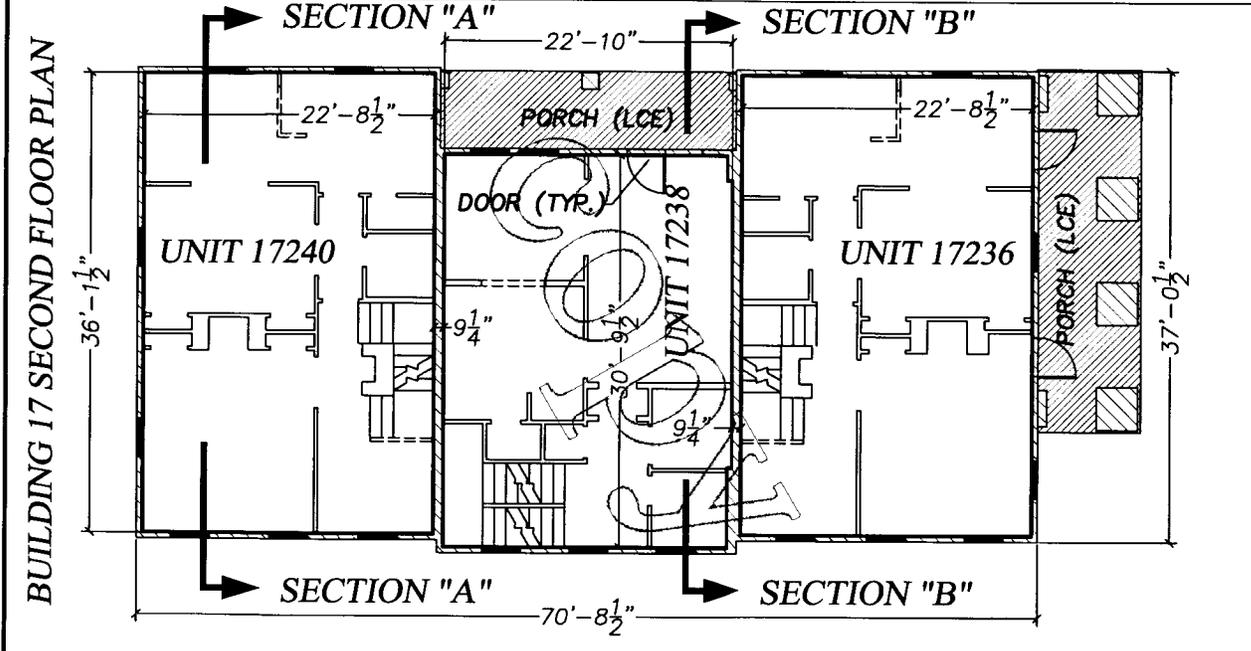
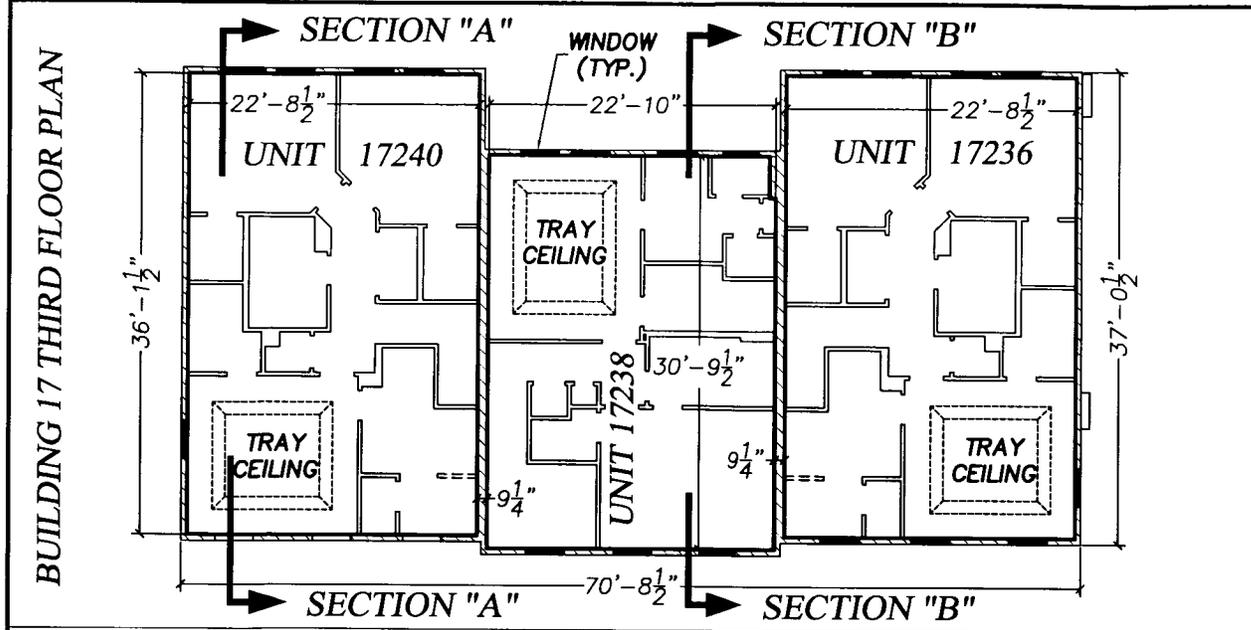
[Diagonal Lines Box] = LIMITED COMMON ELEMENT

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 15'  
SHEET: 53 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221



**LEGEND:**

(CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL

[Hatched Box] = COMMON ELEMENT  
 [Diagonal Lines Box] = LIMITED COMMON ELEMENT

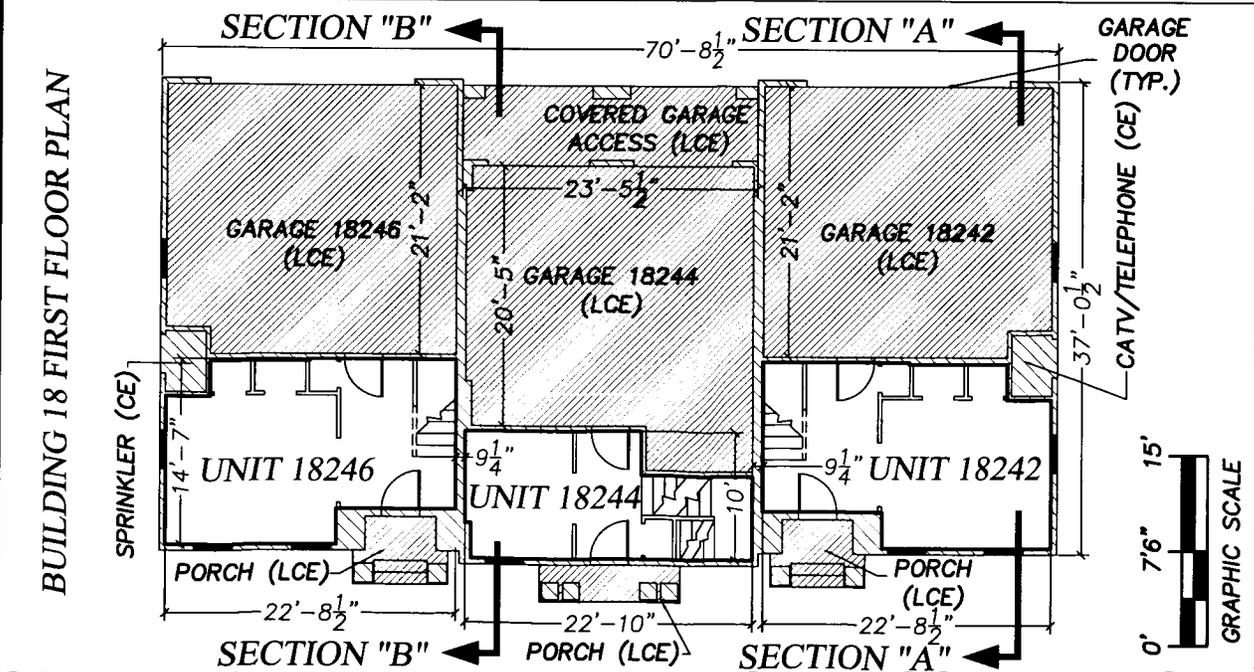
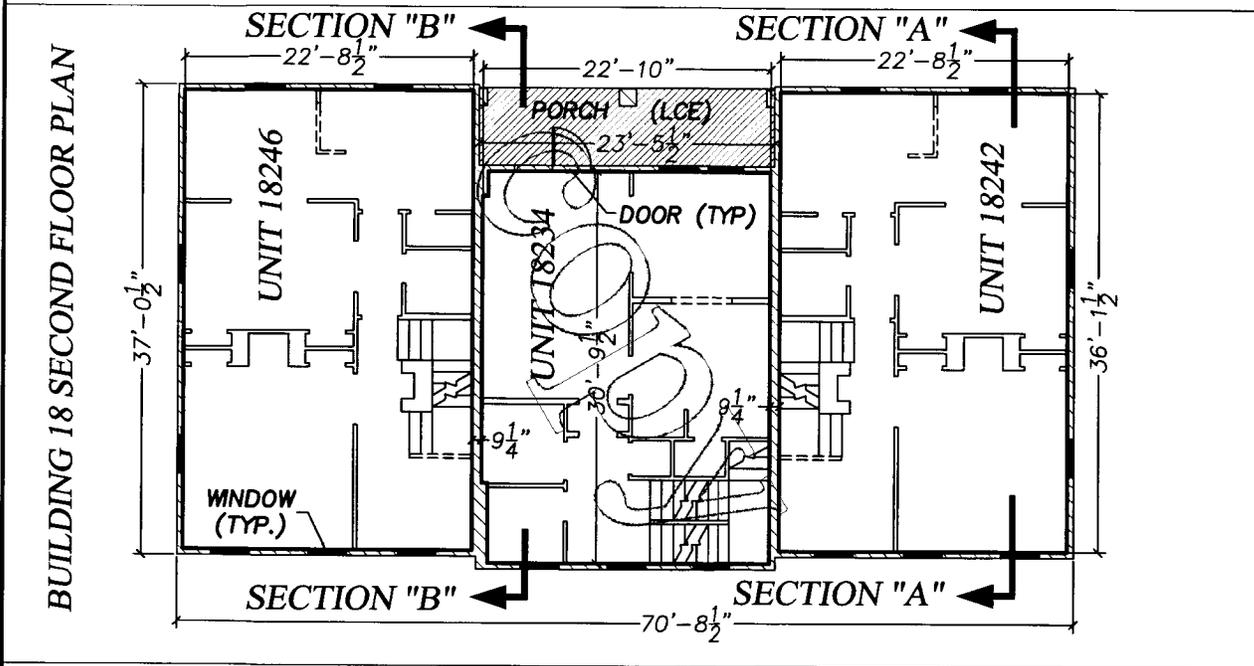
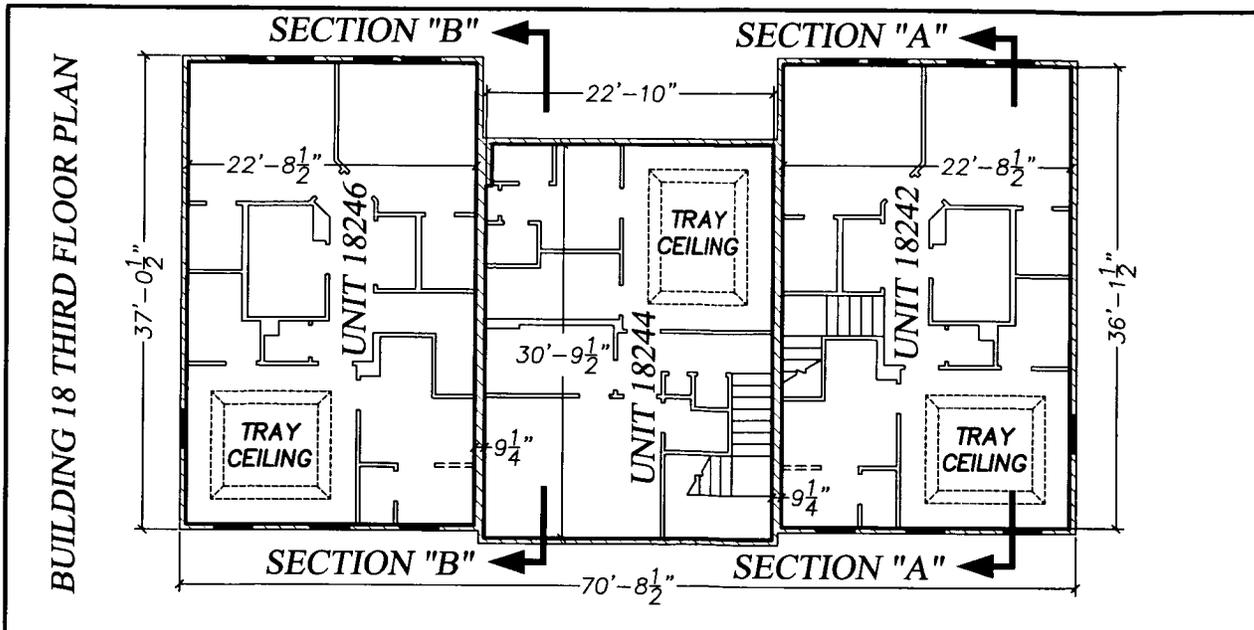
**FOR:**  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**TYPE:** CONDOMINIUM DOCUMENTS  
**DATE:** JANUARY 2005  
**PROJECT NUMBER:** DDC  
**DRAWN BY:** GLG  
**CHECKED BY:** WDD  
**SCALE:** 1" = 15'  
**SHEET:** 54 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

k:\DCC\19\CONDO-DOCS\Type300A.DWG



**LEGEND:**  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP) = TYPICAL  
 = COMMON ELEMENT  
 = LIMITED COMMON ELEMENT

**FOR:**  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

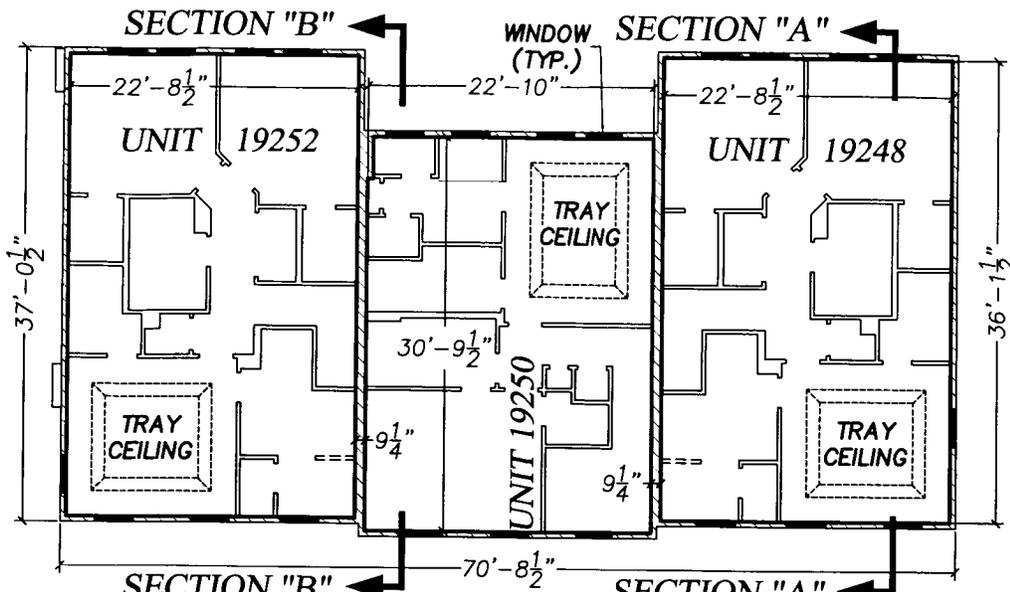
**TYPE:** CONDOMINIUM DOCUMENTS  
**DATE:** JANUARY 2005  
**PROJECT NUMBER:** DDC  
**DRAWN BY:** GLG  
**CHECKED BY:** WDD  
**SCALE:** 1" = 15'  
**SHEET:** 55 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

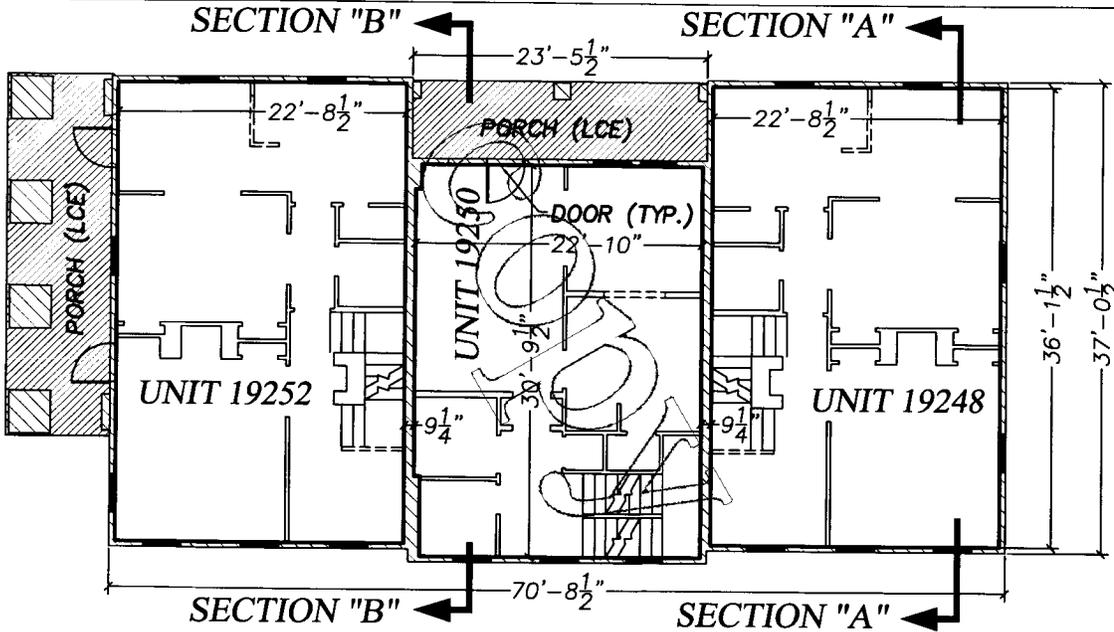


K:\DDC\09\CONDO-DOCS\Type300A.DWG

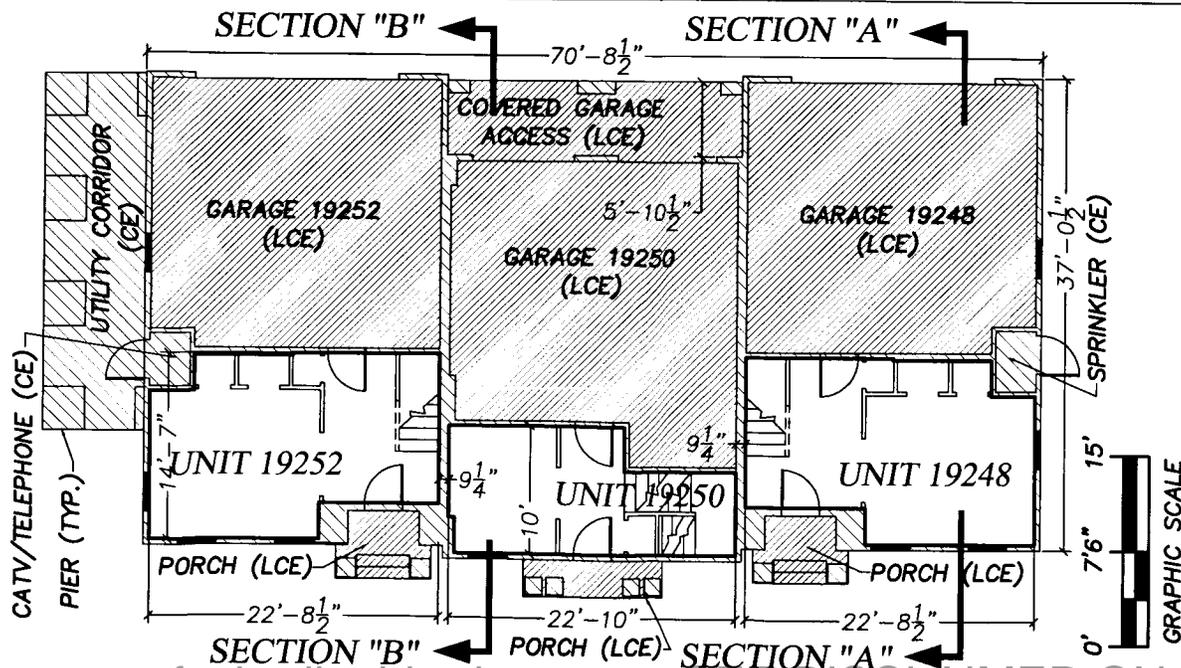
BUILDING 19 THIRD FLOOR PLAN



BUILDING 19 SECOND FLOOR PLAN



BUILDING 19 FIRST FLOOR PLAN



LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

(TYP.) = TYPICAL

[Hatched Box] = COMMON ELEMENT

[Hatched Box] = LIMITED COMMON ELEMENT

FOR:

GEORGETOWN

AT

CELEBRATION,

A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 15'

SHEET: 56 OF 96

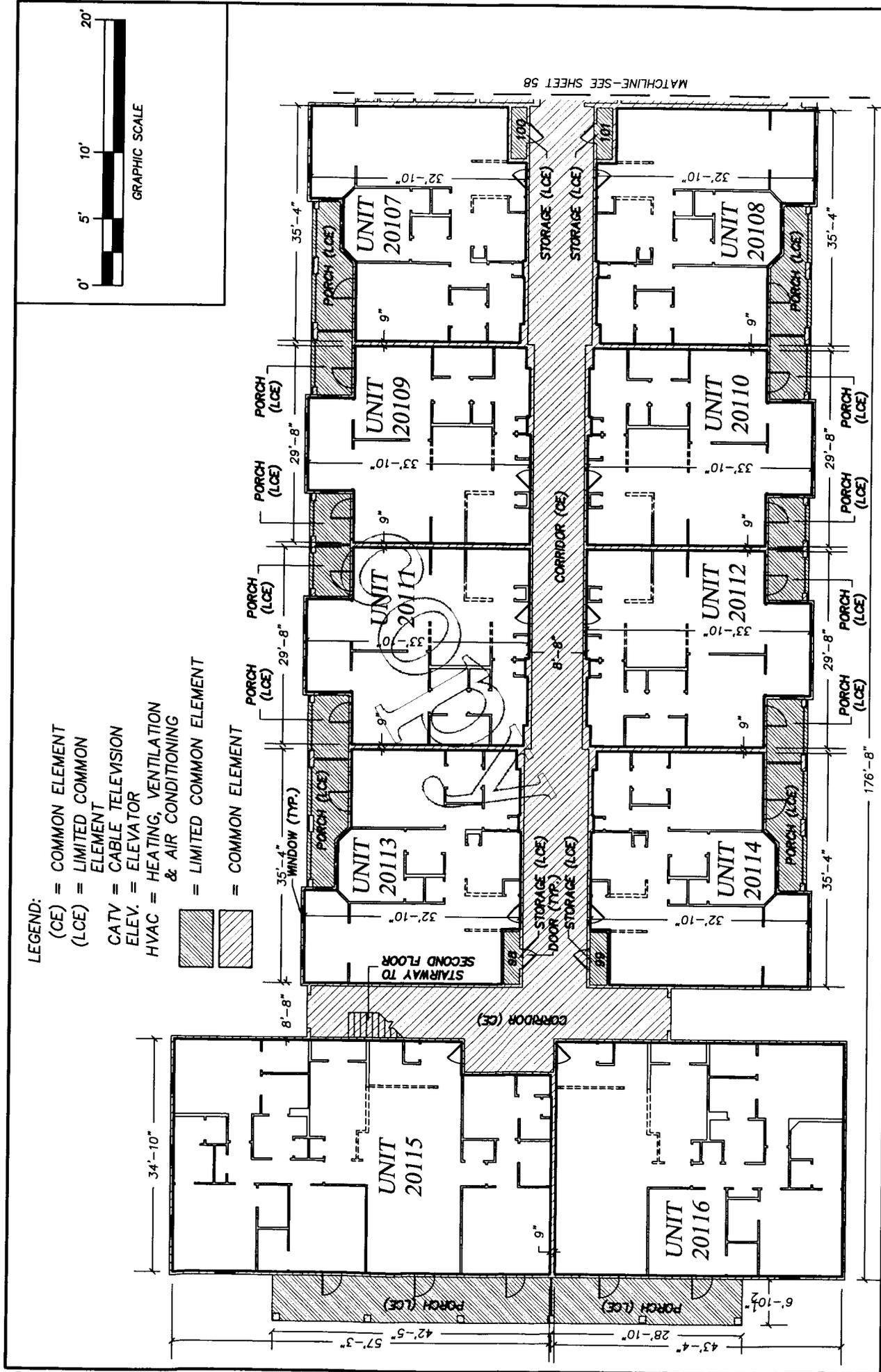
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801

(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

K:\DDC\j9\CONDO-DOCS\Type300A.DWG

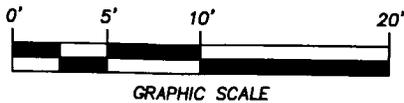


**BUILDING 20  
FIRST FLOOR  
PLAN**

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

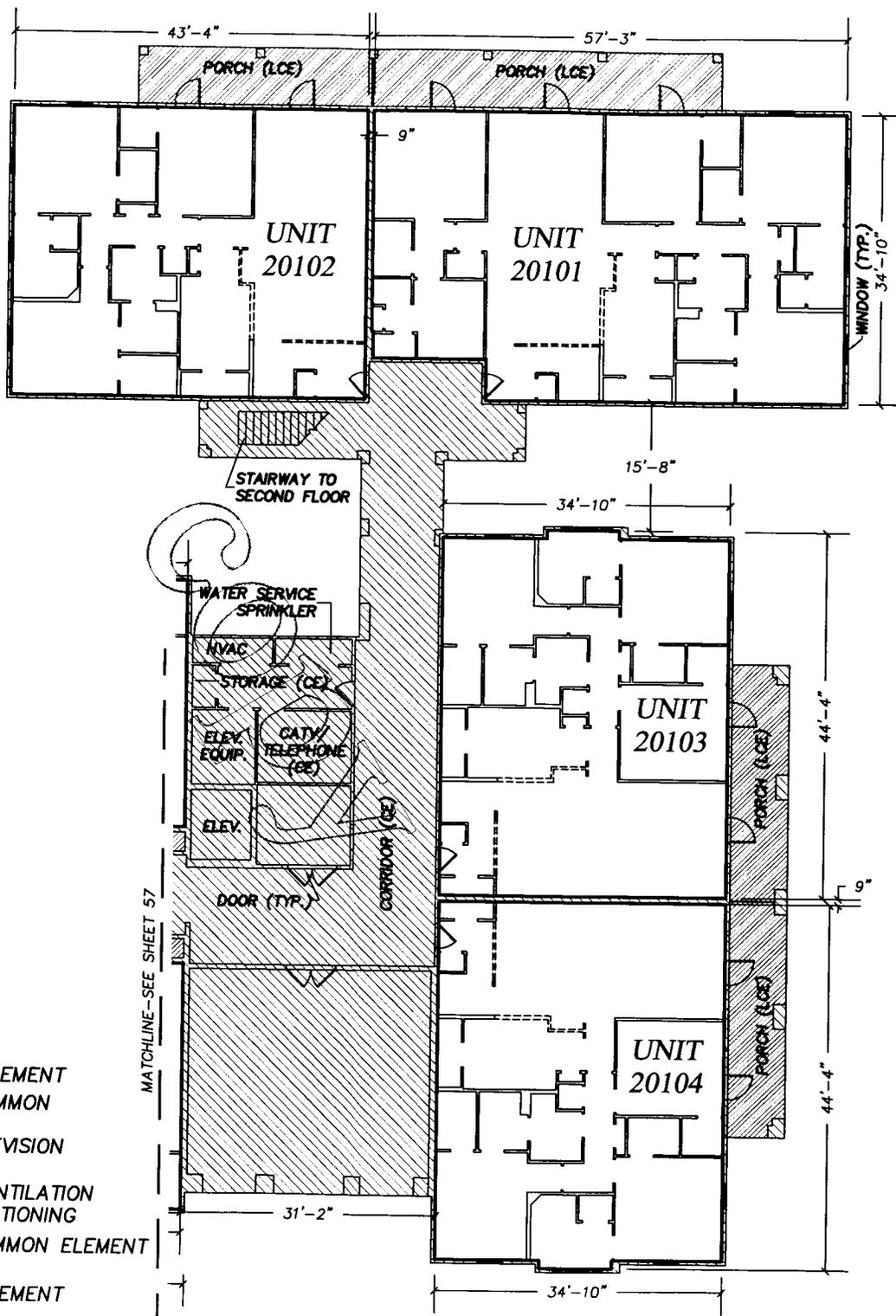
TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 20'  
SHEET: 57 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



CL 2005112409

DR 2778/1603



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- ELEV. = ELEVATOR
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
- = LIMITED COMMON ELEMENT
- = COMMON ELEMENT

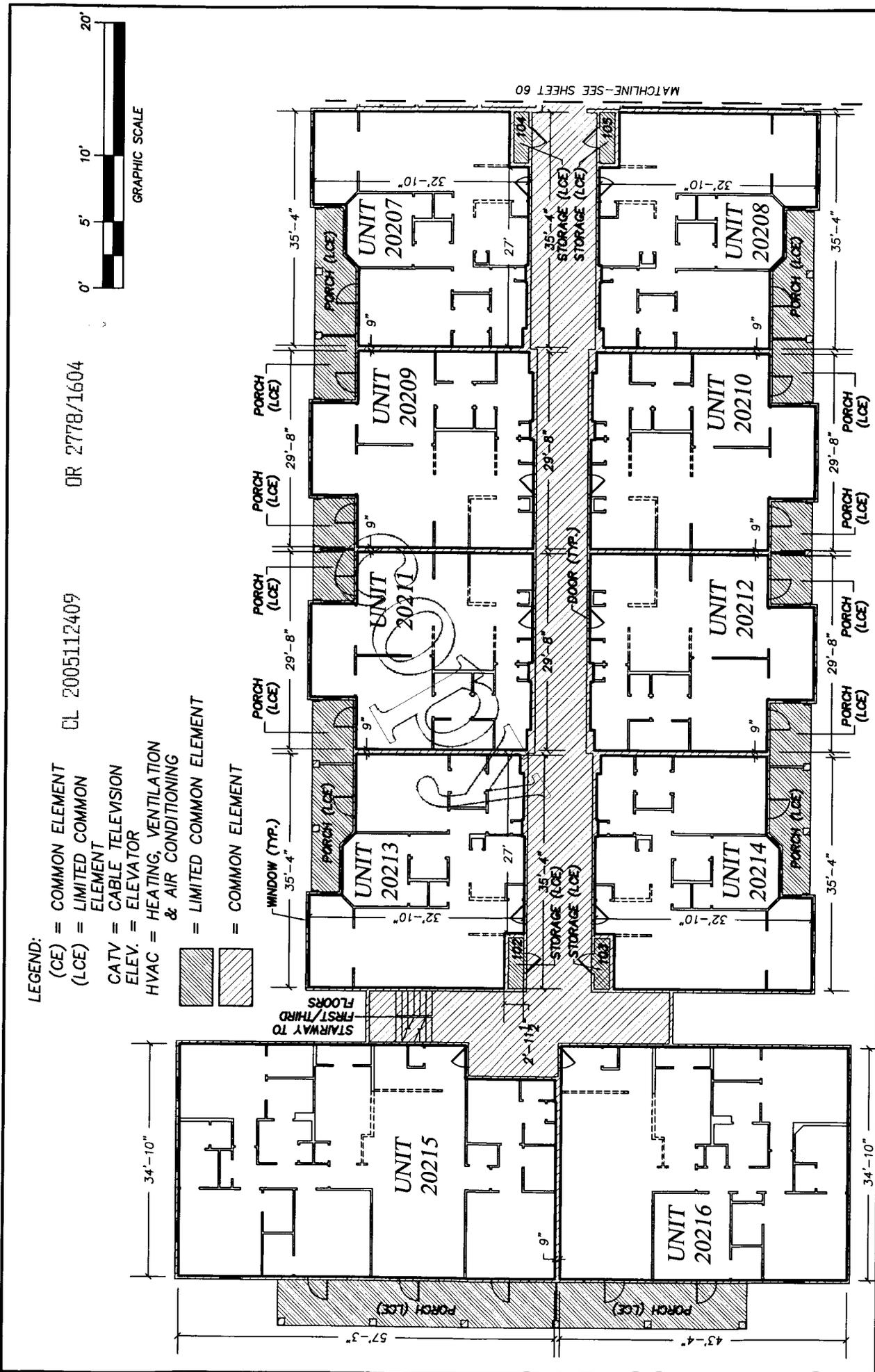
**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 58 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

BUILDING 20  
 FIRST FLOOR  
 PLAN



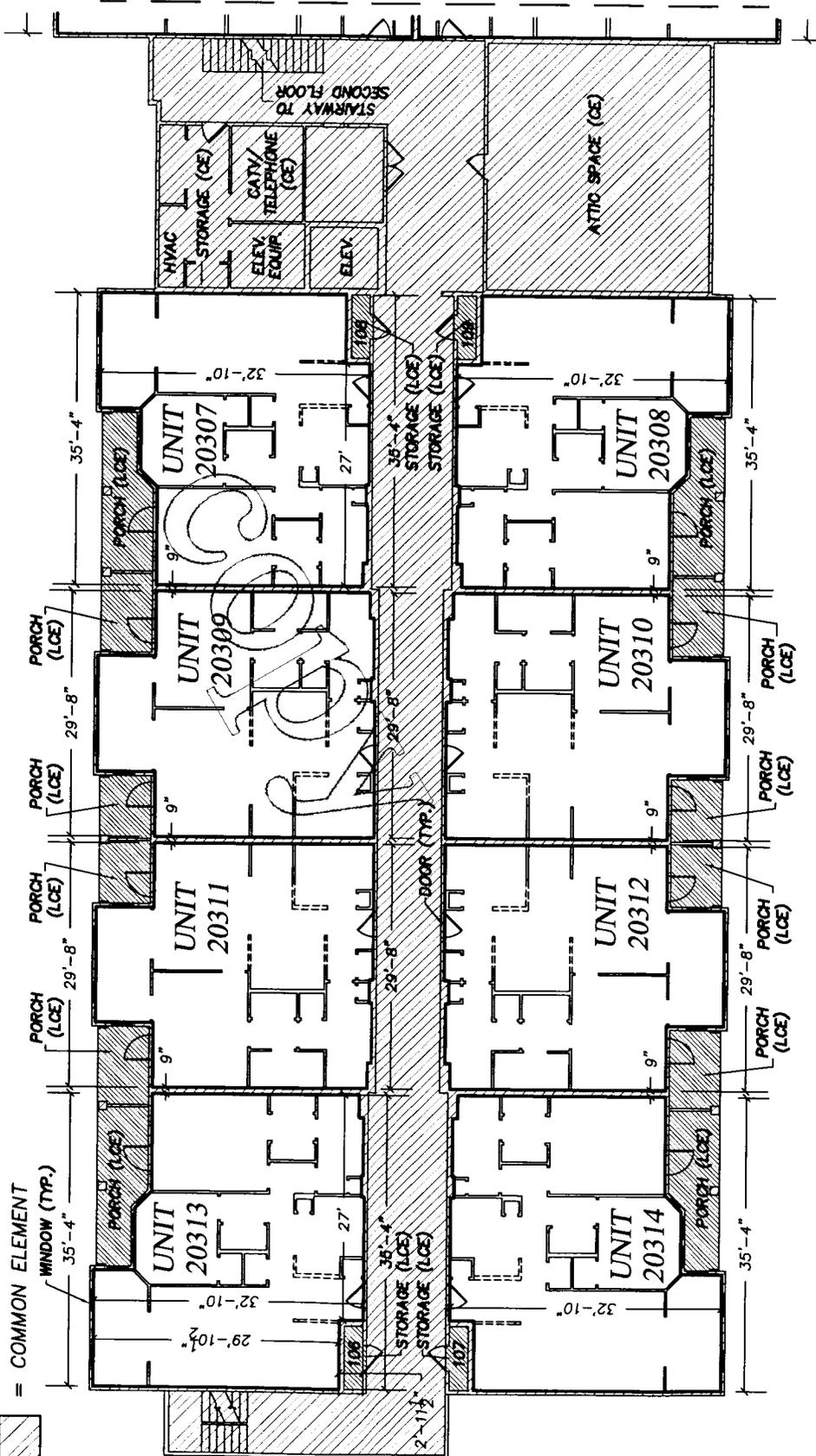
<p><b>BOWYER-SINGLETON &amp; ASSOCIATES, INCORPORATED</b>  <small>ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL</small>        520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801        (407) 843-5120 • LICENSED BUSINESS NUMBER 1221</p>	<p>TYPE: CONDOMINIUM DOCUMENTS        DATE: JANUARY 2005        PROJECT NUMBER: DDC        DRAWN BY: GLG        CHECKED BY: WDD        SCALE: 1" = 20'        SHEET: 59 OF 96</p>	<p>FOR:        GEORGETOWN        AT        CELEBRATION,        A CONDOMINIUM</p>	<p><b>BUILDING 20        SECOND        FLOOR        PLAN</b></p>
--	---	--	--





MATCHLINE-SEE SHEET 62

- LEGEND:**
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - ELEV. = ELEVATOR
  - HVAC = HEATING, VENTILATION & AIR CONDITIONING
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Dotted Box] = COMMON ELEMENT
  - [Diagonal Line Box] = WINDOW (TRP.)



- LEGEND:**
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - EQUIP. = EQUIPMENT
  - ELEV. = ELEVATOR
  - [Hatched Box] = LIMITED COMMON ELEMENT

**BUILDING 20  
THIRD FLOOR  
PLAN**

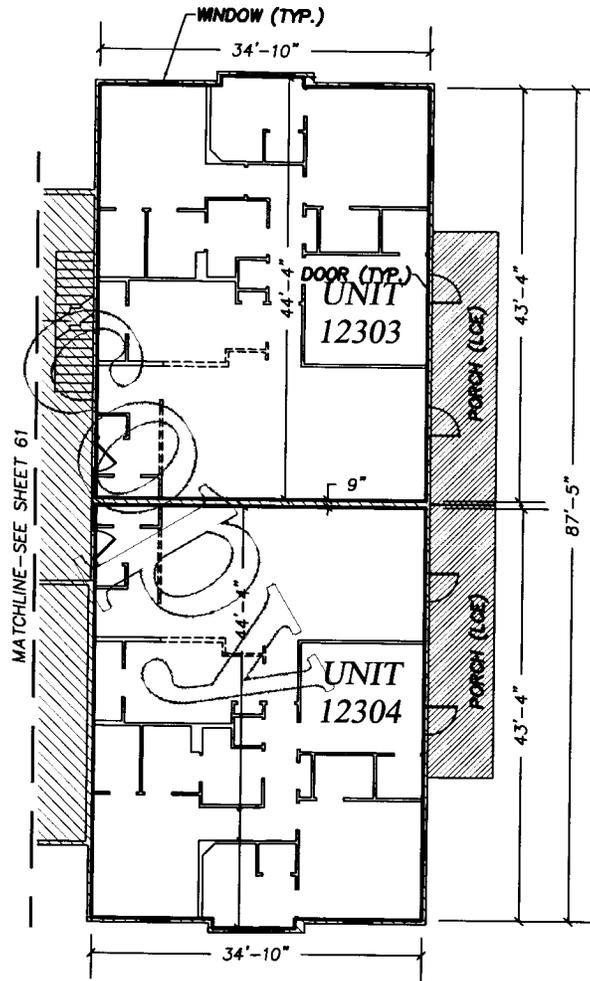
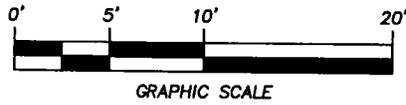
FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 20'  
SHEET: 61 OF 96

**BOWYERS-SINGLETON  
& ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

OR 2778/1607

CL 2005112409



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- ELEV. = ELEVATOR
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT

**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

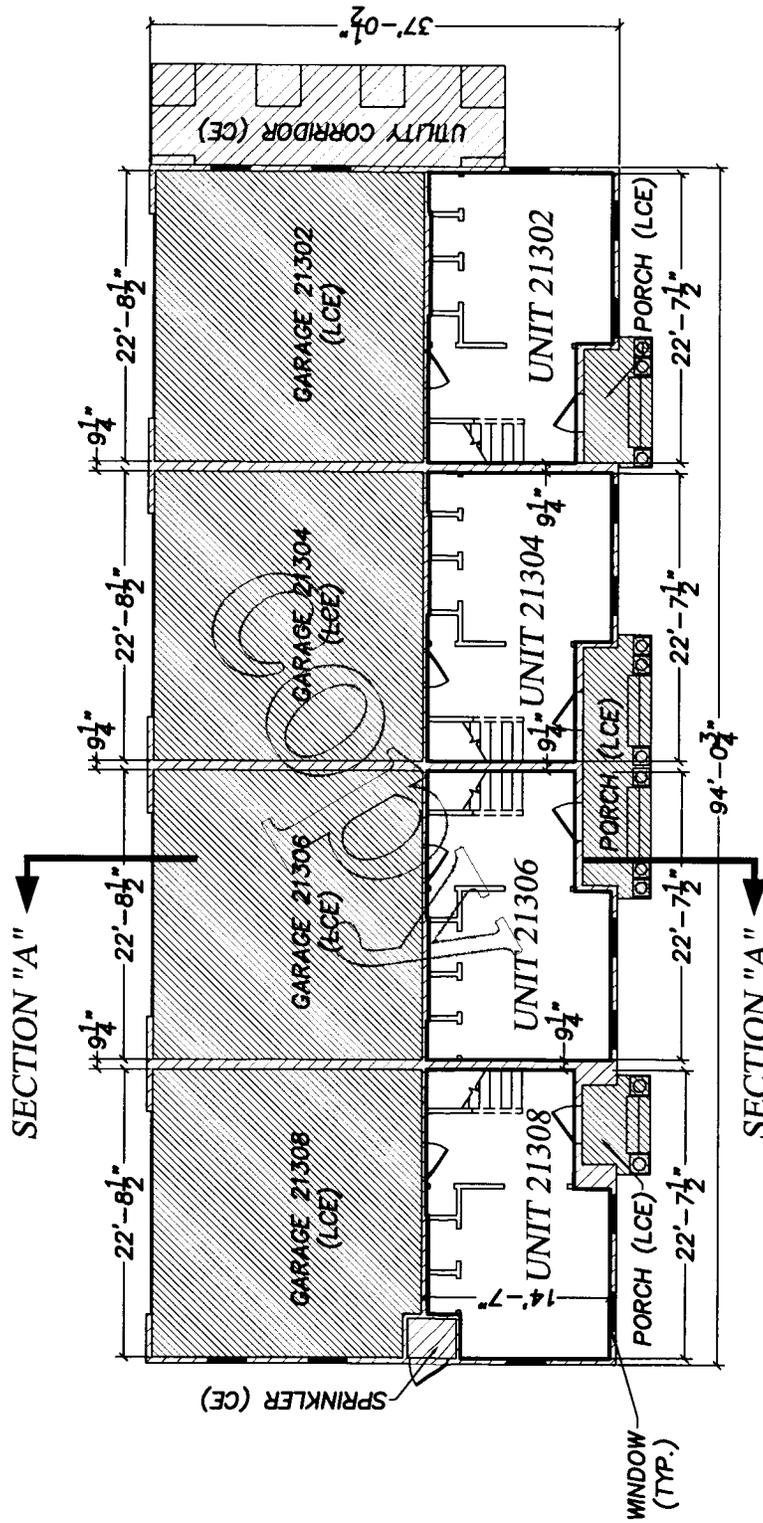
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 62 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

BUILDING 20  
 THIRD FLOOR  
 PLAN

CL 2005112409

OR 2778/1608



BUILDING 21 FIRST FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 63 OF 96

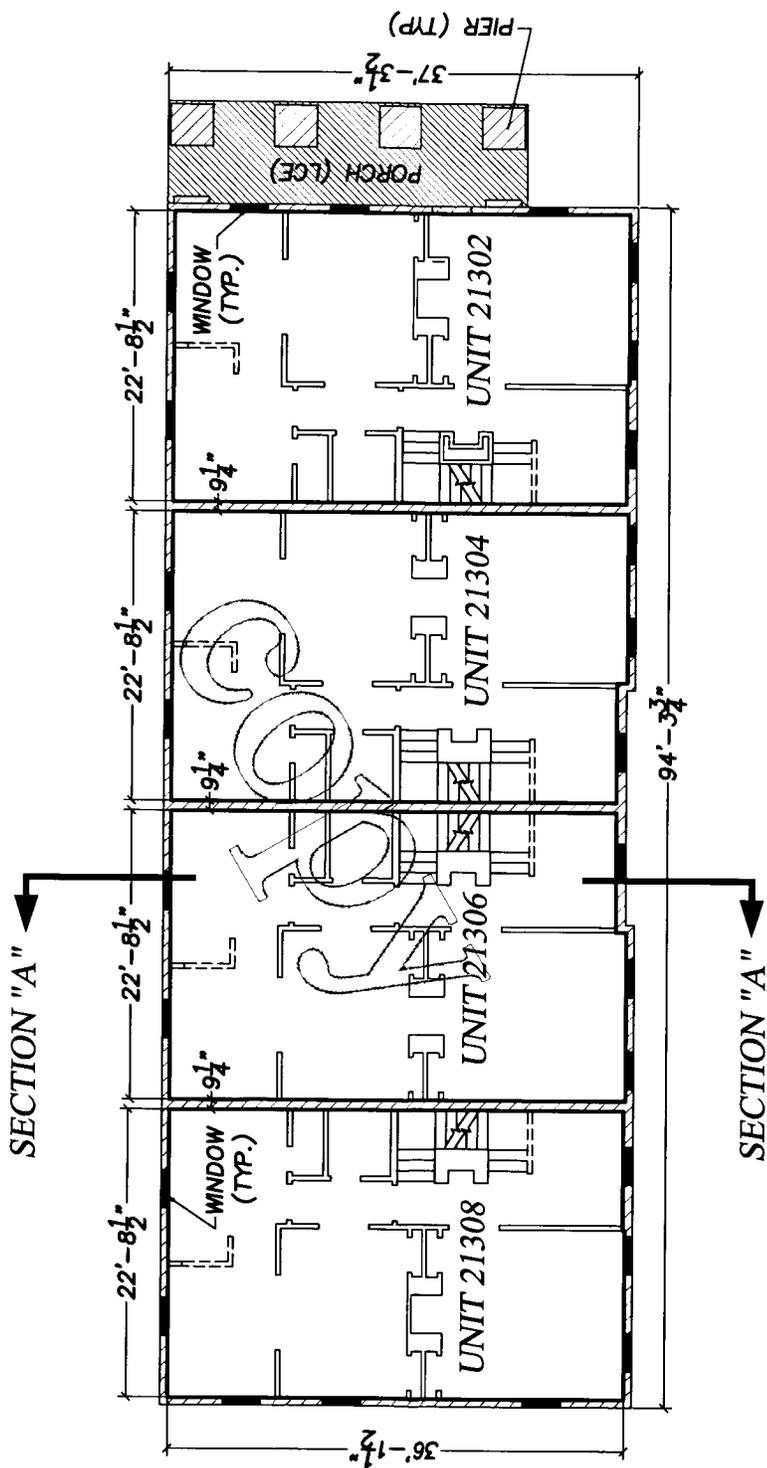
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - EQUIP. = EQUIPMENT
  - [Hatched Box] = COMMON ELEMENT
  - [Hatched Box] = LIMITED COMMON ELEMENT

CL 2005112409

OR 2778/1609



BUILDING 21 SECOND FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 64 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

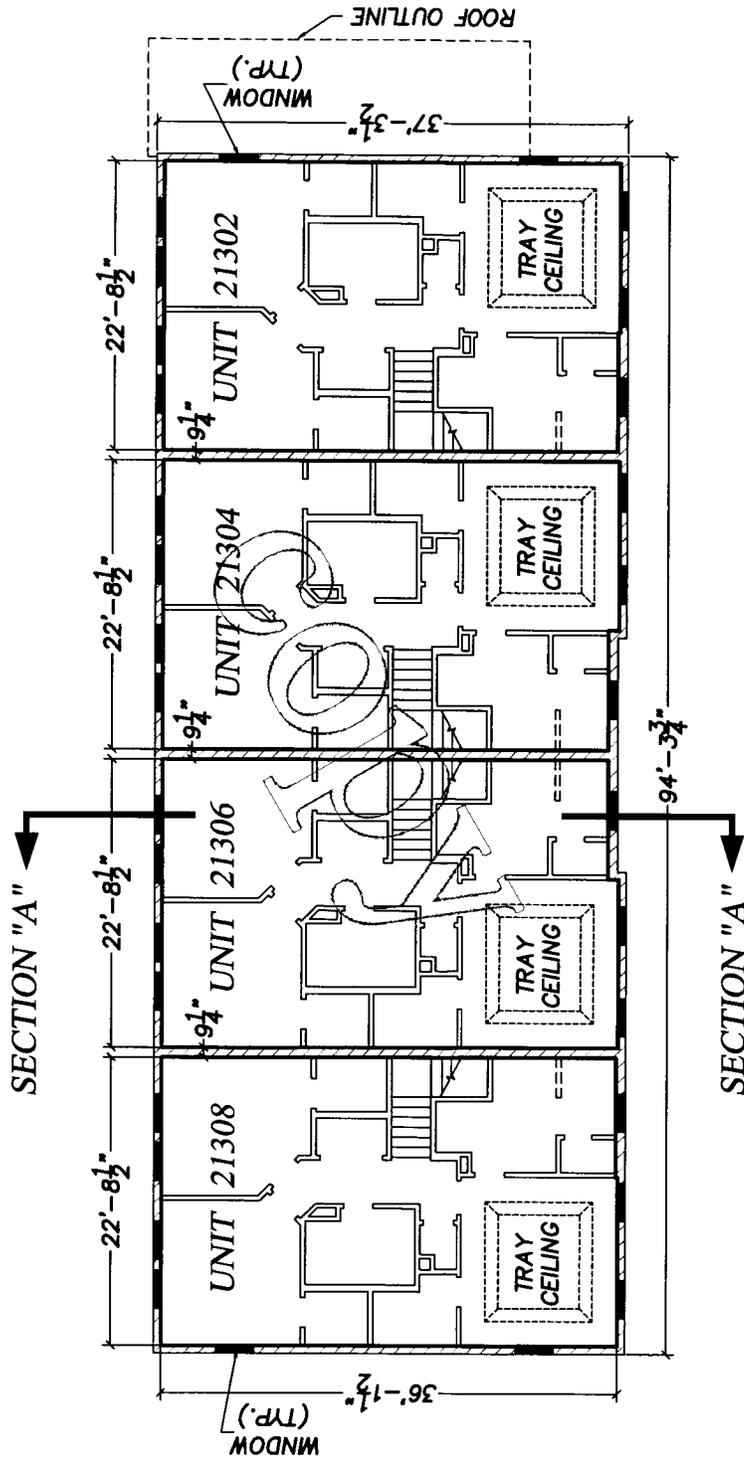
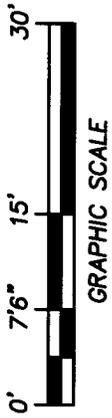
LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = COMMON ELEMENT
- [Dotted Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

CL 2005112409

OR 2778/1610



BUILDING 21 THIRD FLOOR PLAN

LEGEND:

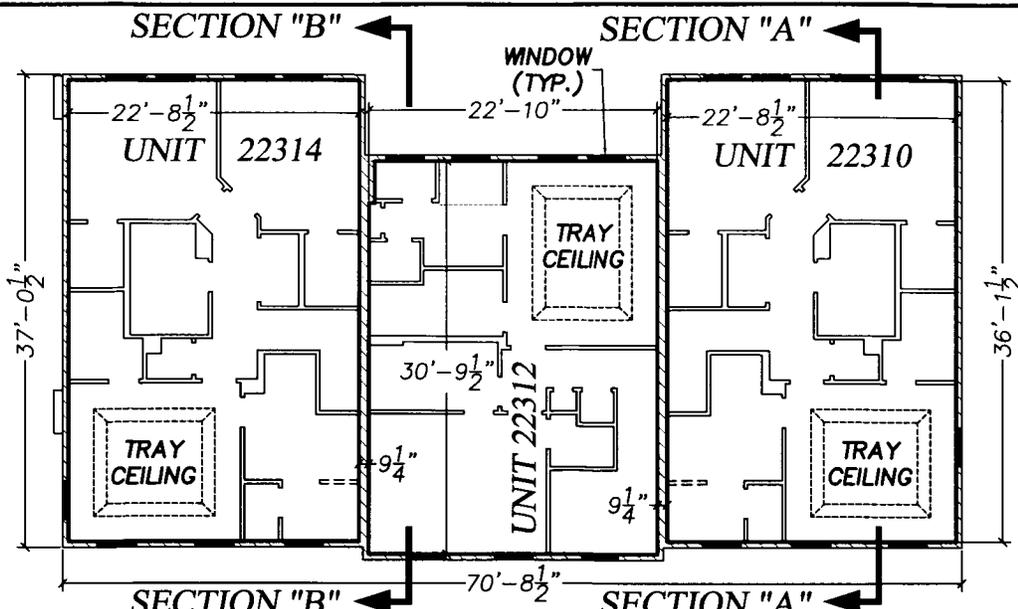
- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = COMMON ELEMENT
- [Hatched Box] = LIMITED COMMON ELEMENT

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

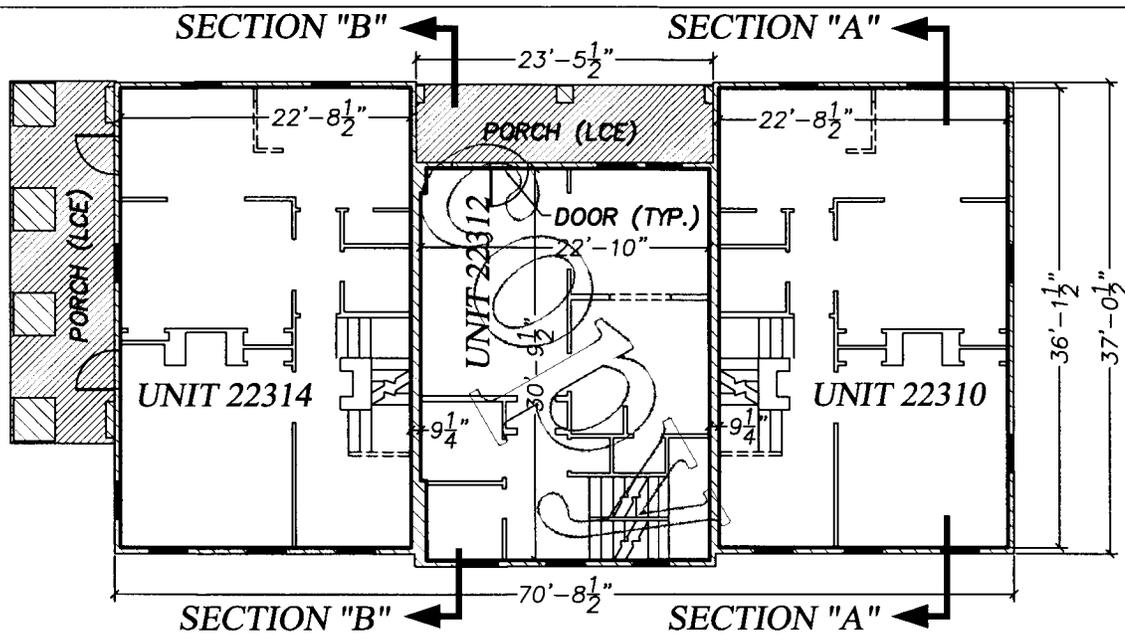
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 65 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

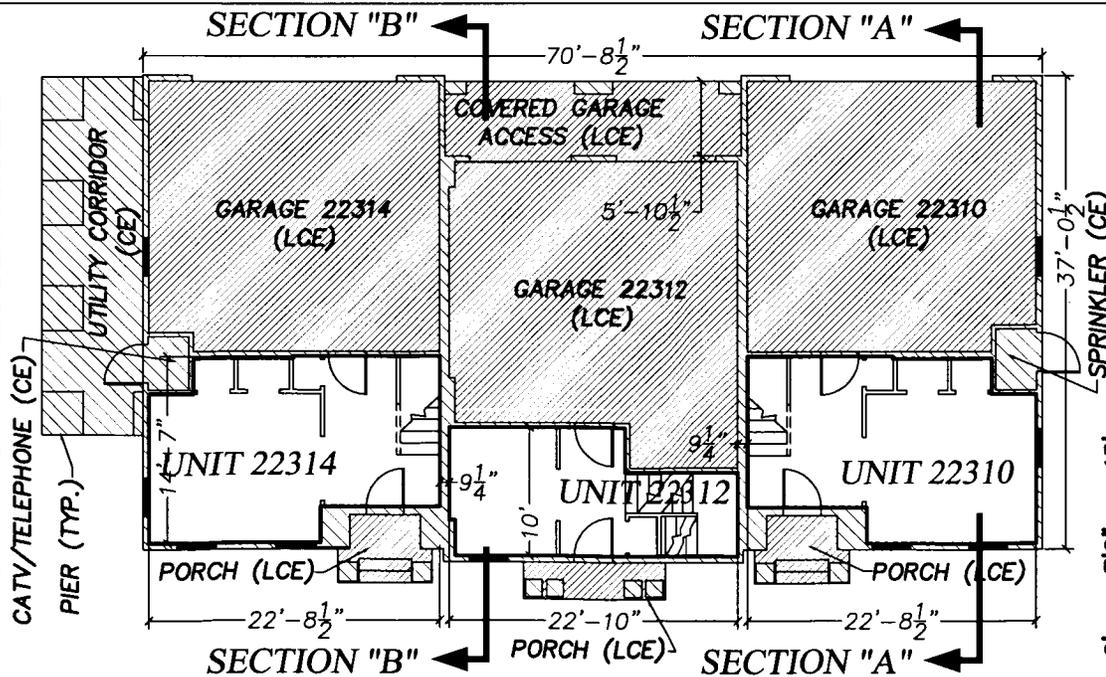
BUILDING 22 THIRD FLOOR PLAN



BUILDING 22 SECOND FLOOR PLAN



BUILDING 22 FIRST FLOOR PLAN



LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 (TYP.) = TYPICAL  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Lines Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

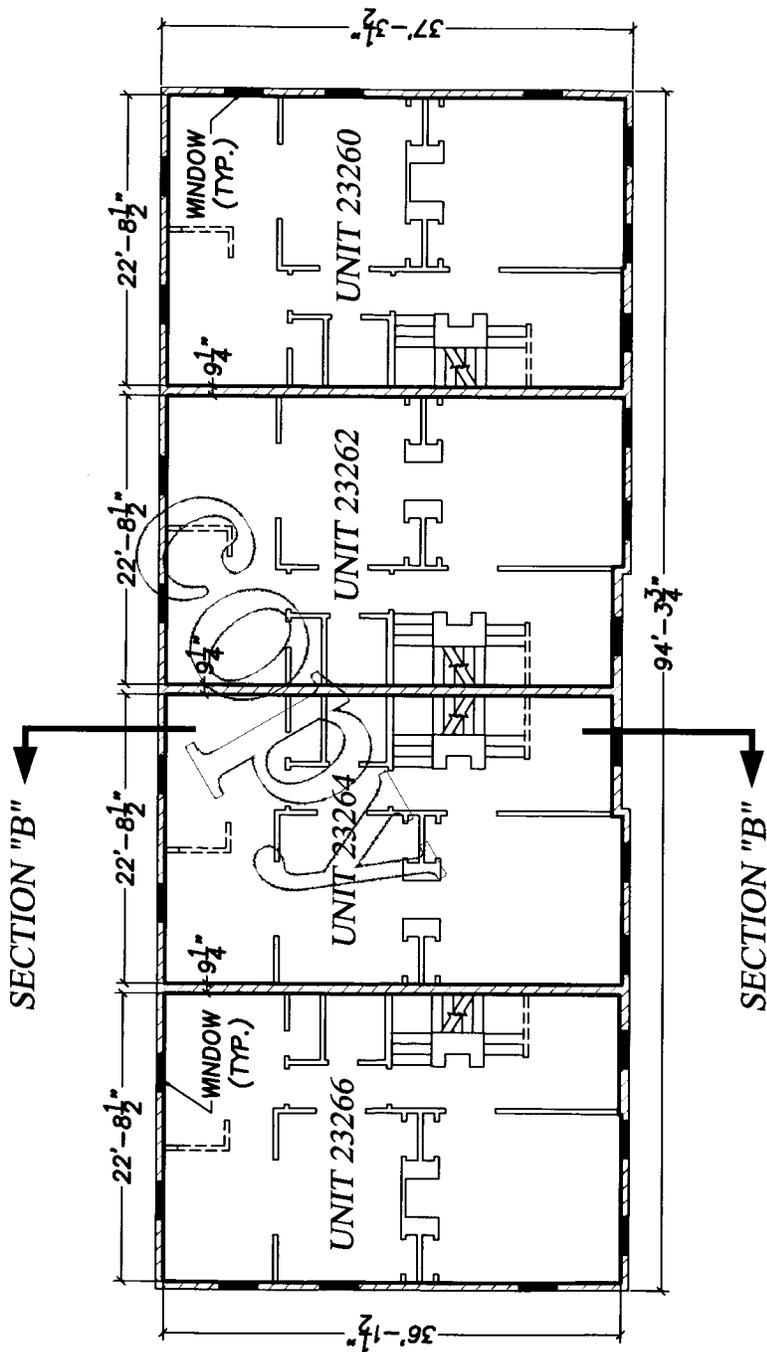
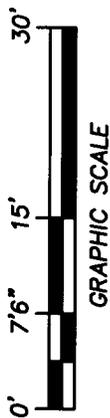
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 66 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



CL 2005112409

OR 2778/1613



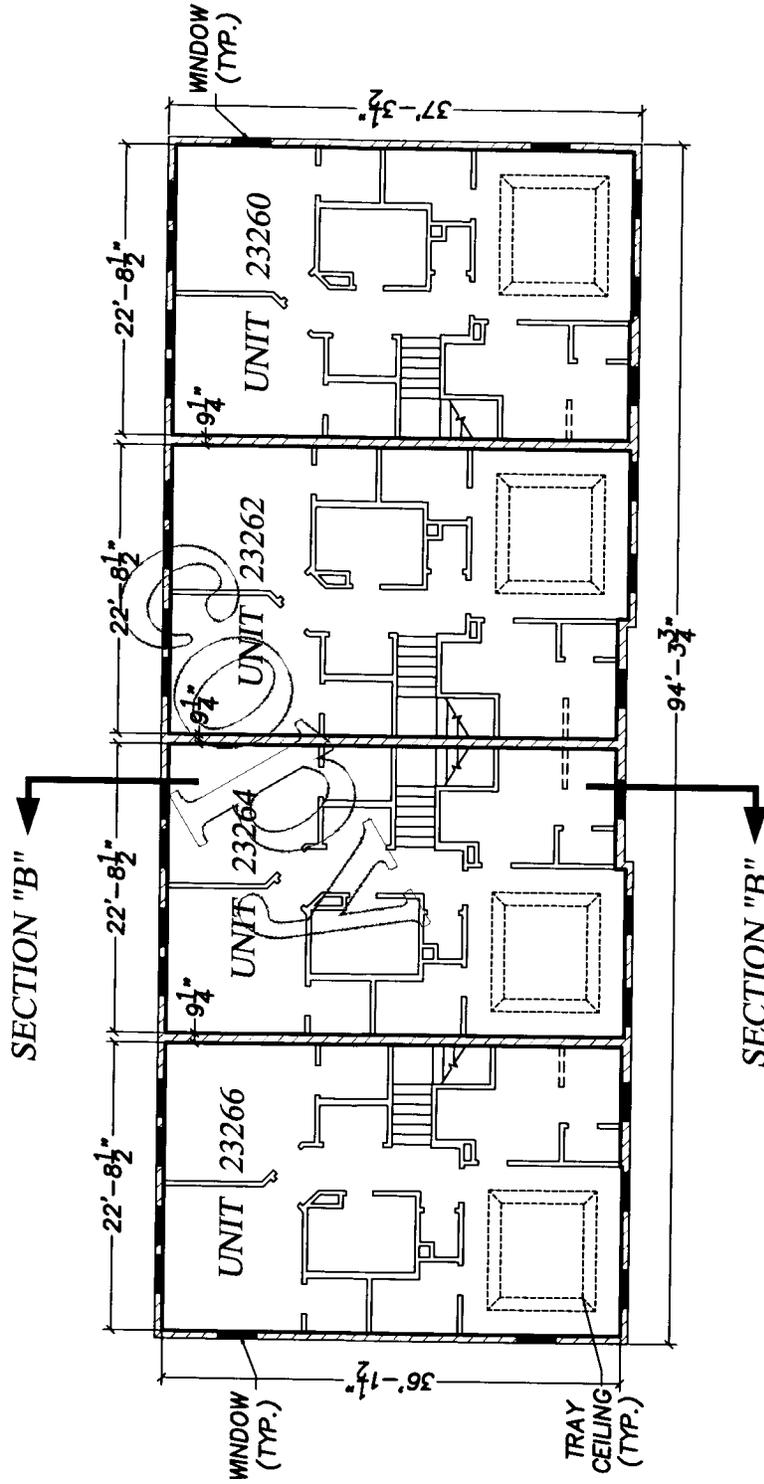
BUILDING 23 SECOND FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 68 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM



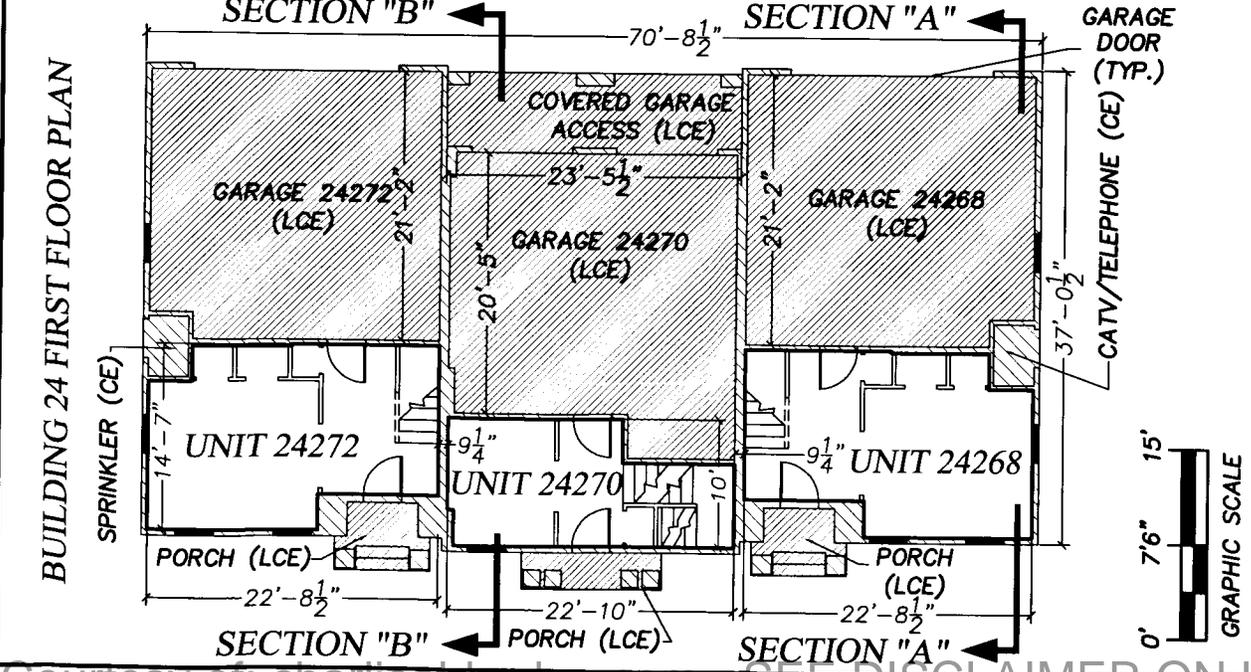
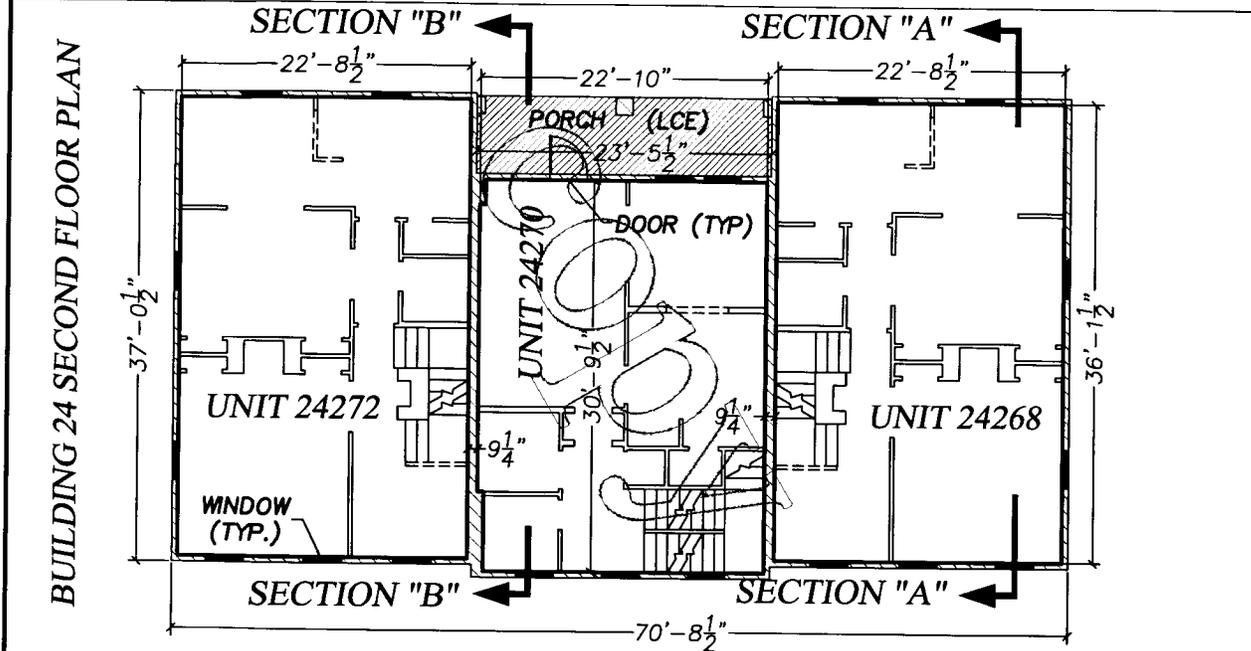
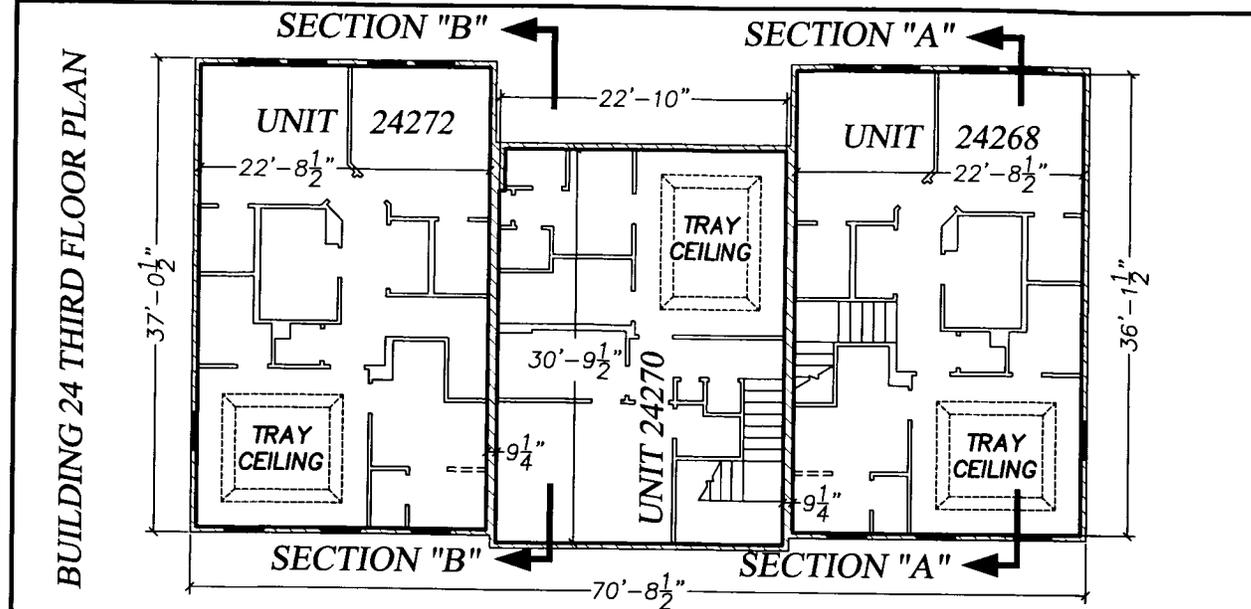
BUILDING 23 THIRD FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 69 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- (TYP) = TYPICAL

= COMMON ELEMENT  
 = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

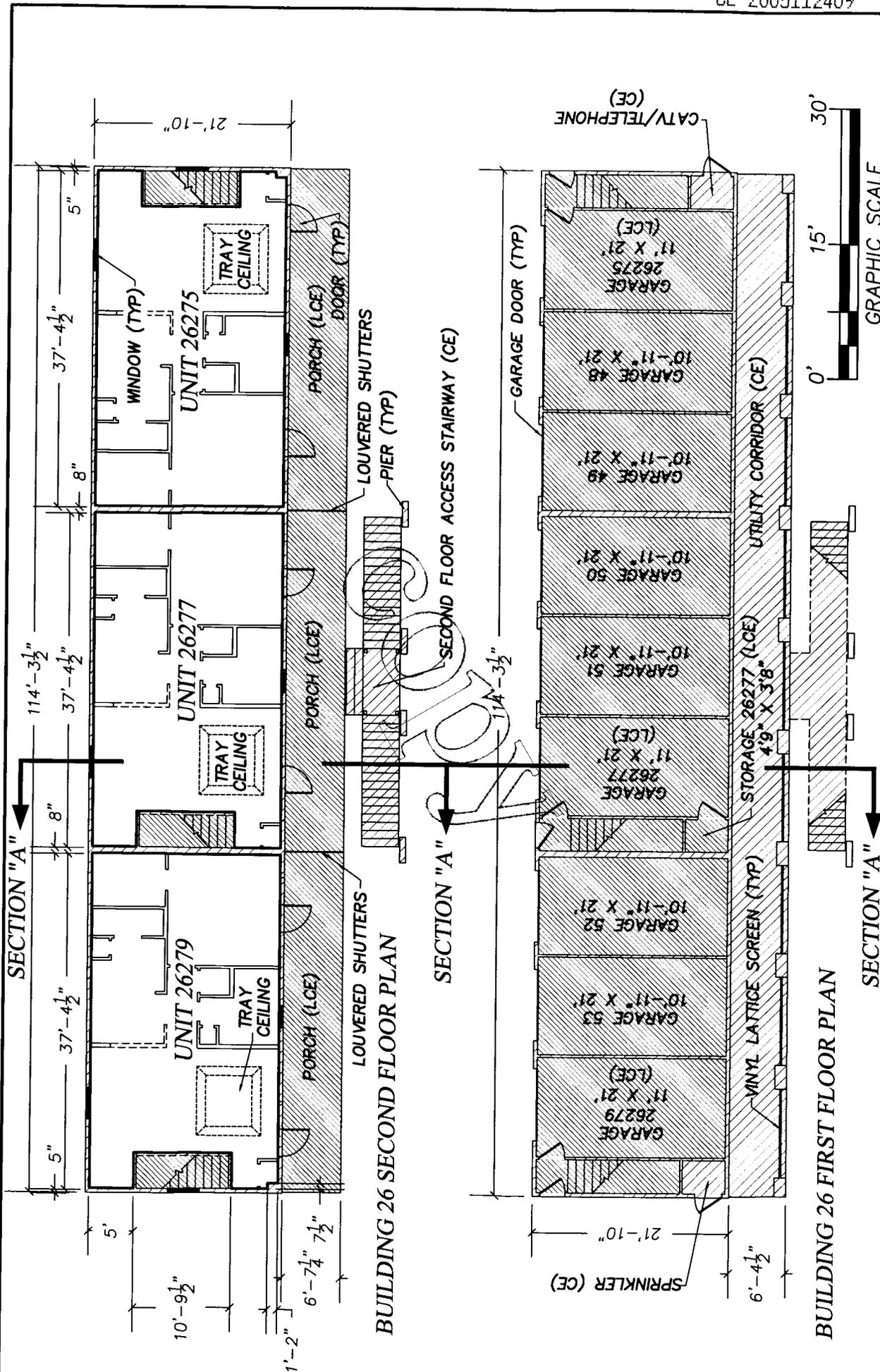
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 70 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



K:\DDC\j9\CONDO-DOCS\Type300A.DWG





**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = LIMITED COMMON ELEMENT
- [White Box] = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 72 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

K:\DDC\J9\CONDO-DOCS\Type100a.DWG

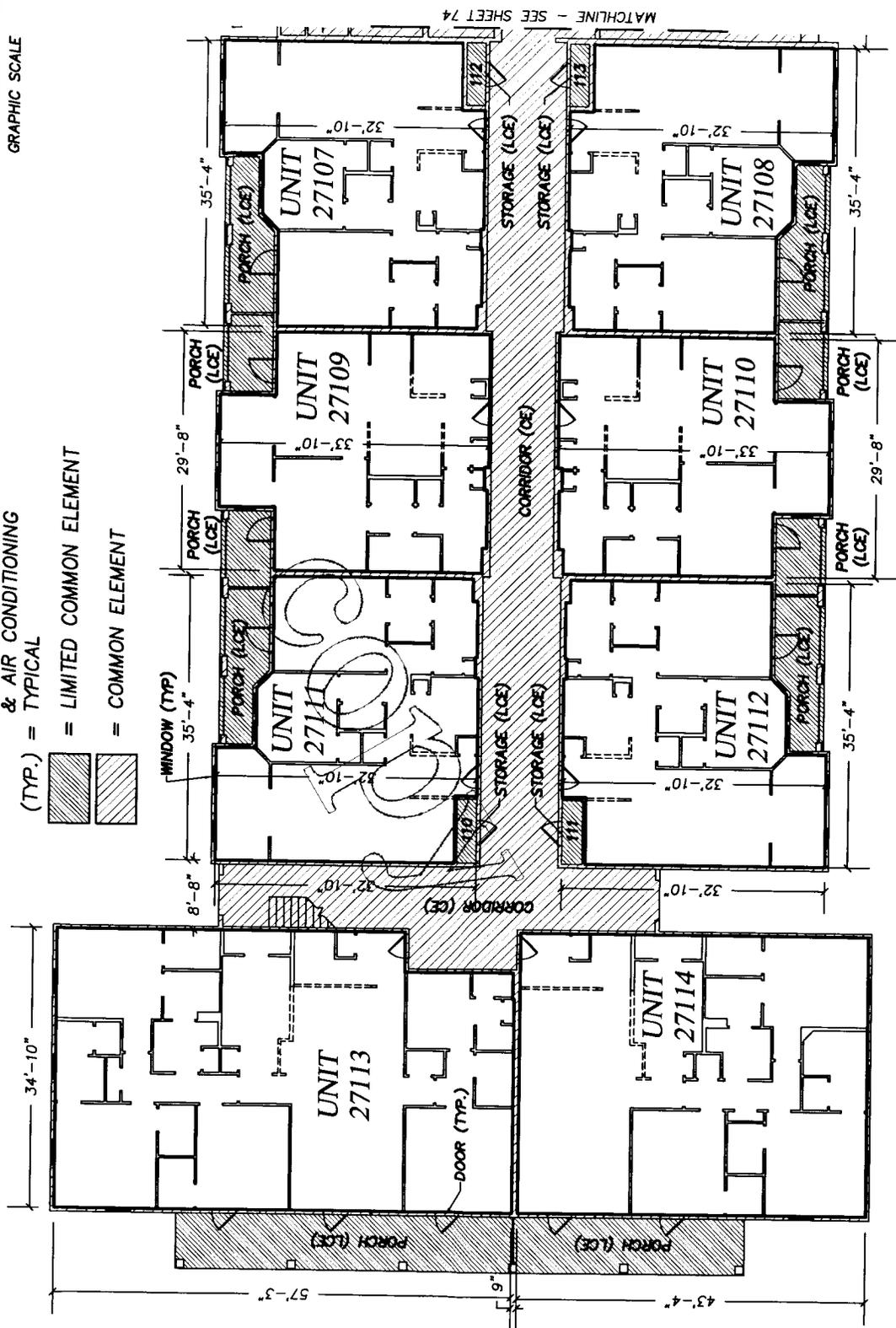
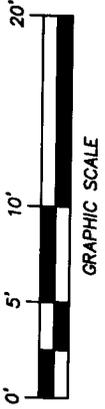
**BUILDING 27  
FIRST FLOOR  
PLAN**

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

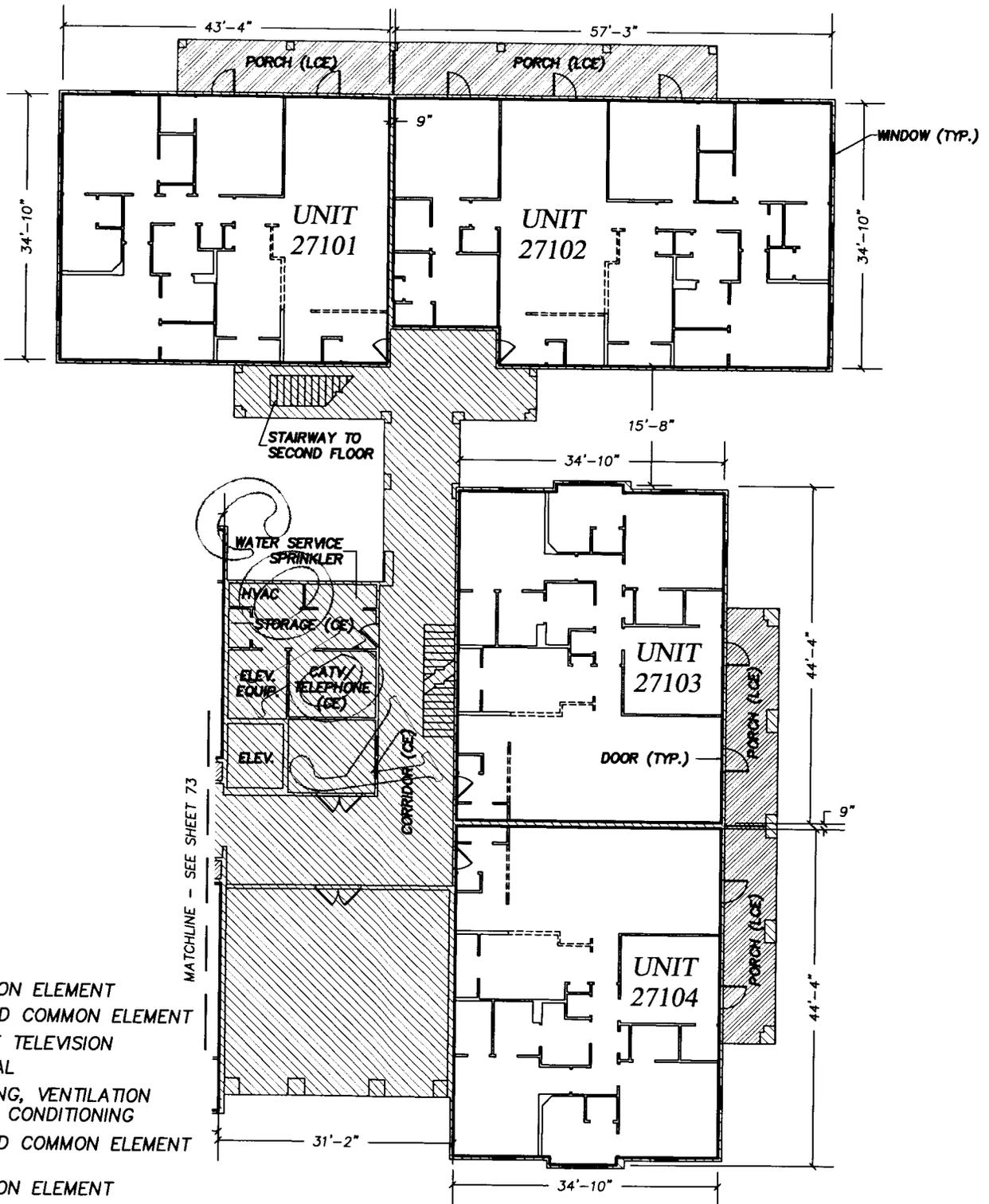
TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 20'  
SHEET: 73 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

- LEGEND:**
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - HVAC = HEATING, VENTILATION & AIR CONDITIONING
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Dotted Box] = COMMON ELEMENT



GRAPHIC SCALE



- LEGEND:**
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - (TYP.) = TYPICAL
  - HVAC = HEATING, VENTILATION & AIR CONDITIONING
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Solid Box] = COMMON ELEMENT

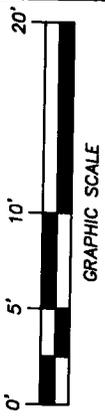
MATCHLINE - SEE SHEET 73

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

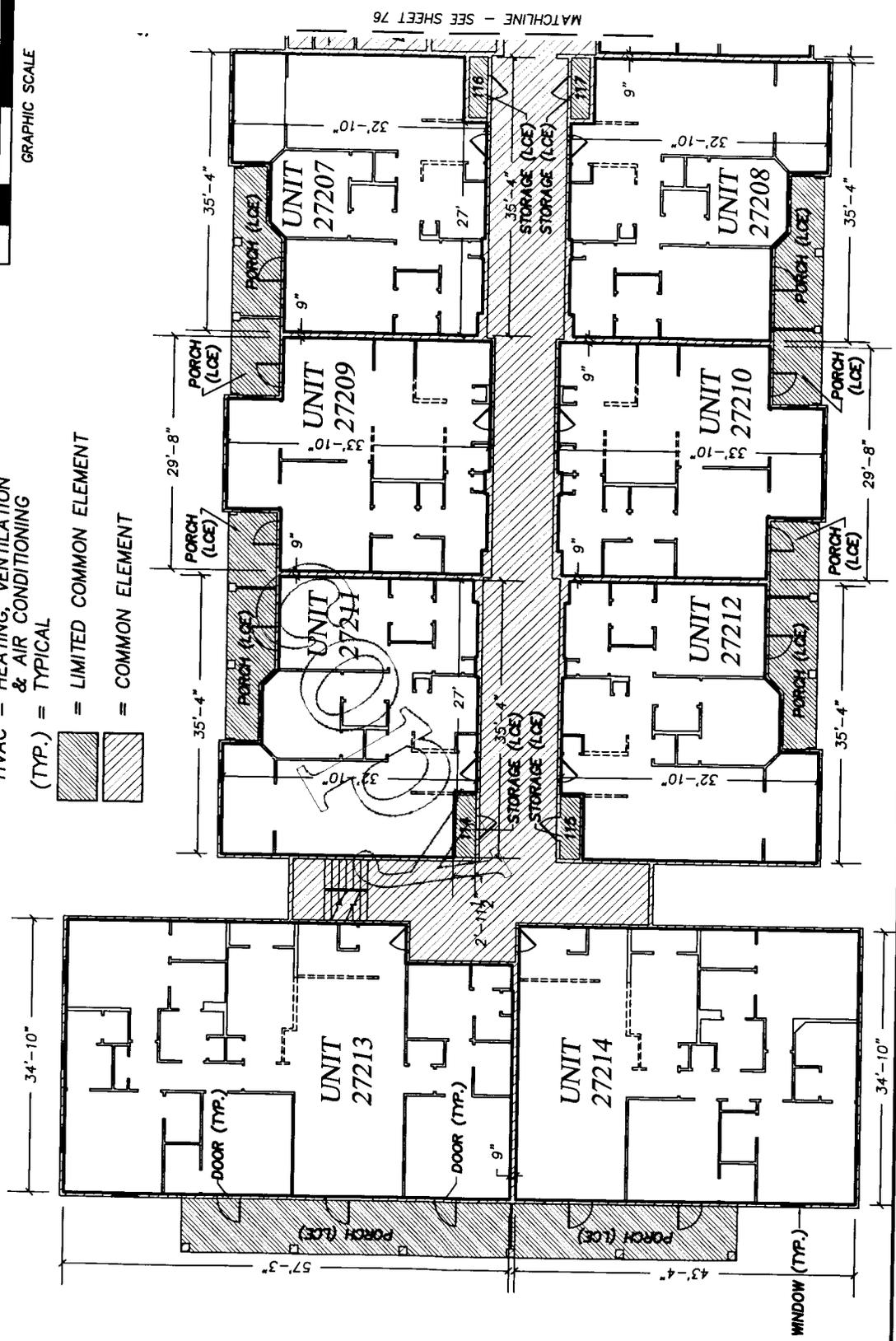
TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 74 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**BUILDING 27  
 FIRST FLOOR  
 PLAN**



- LEGEND:
- (CE) = COMMON ELEMENT
  - (LCE) = LIMITED COMMON ELEMENT
  - CATV = CABLE TELEVISION
  - HVAC = HEATING, VENTILATION & AIR CONDITIONING
  - (TYP.) = TYPICAL
  - [Hatched Box] = LIMITED COMMON ELEMENT
  - [Diagonal Lines Box] = COMMON ELEMENT

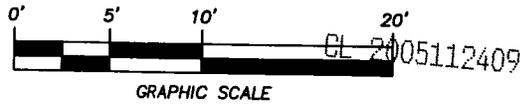


**BUILDING 27  
SECOND  
FLOOR  
PLAN**

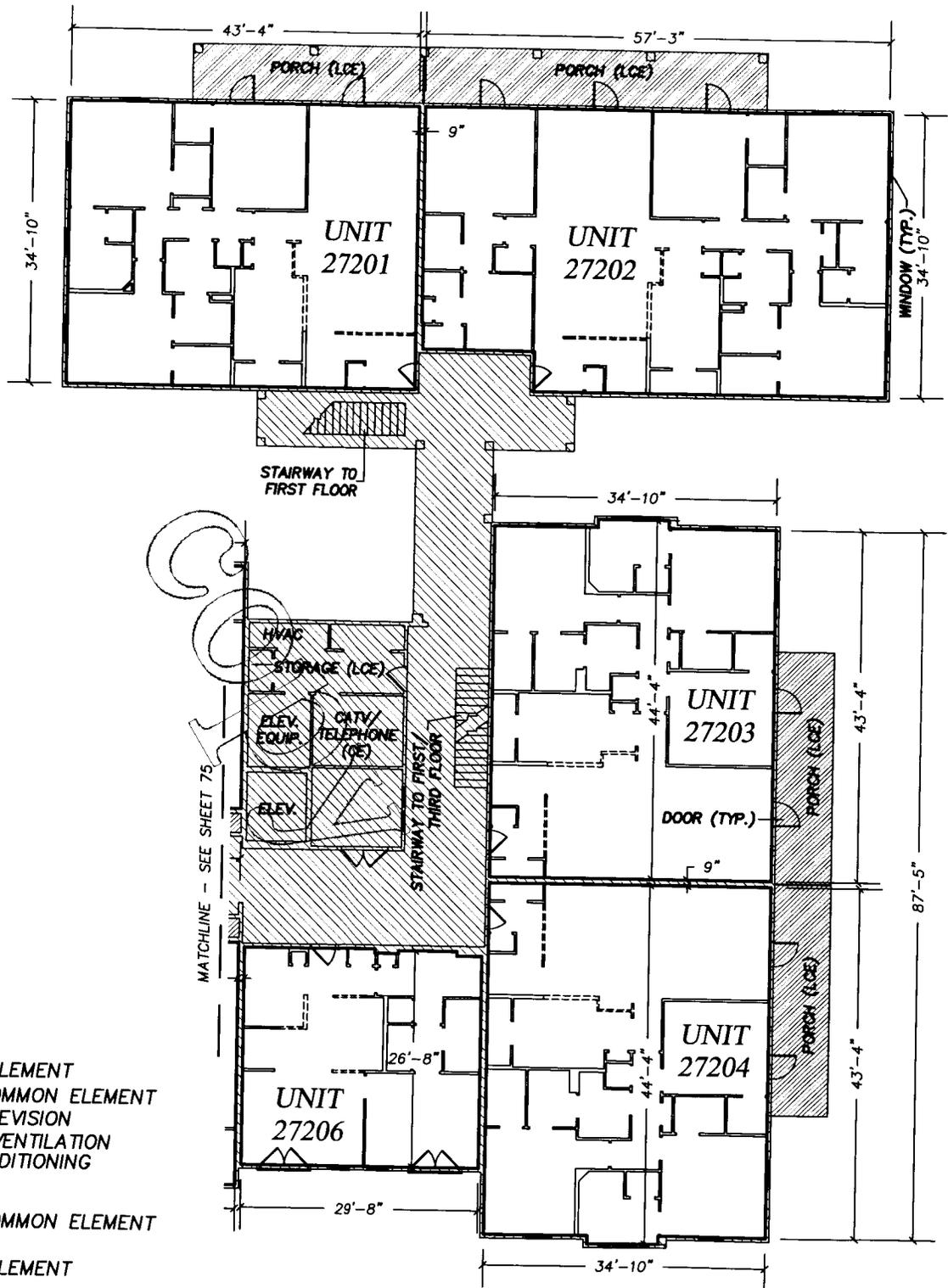
FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 20'  
SHEET: 75 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221



OR 2778/1621



- LEGEND:**  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 HVAC = HEATING, VENTILATION & AIR CONDITIONING  
 (TYP.) = TYPICAL  
 = LIMITED COMMON ELEMENT  
 = COMMON ELEMENT

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 76 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

**BUILDING 27  
 SECOND FLOOR  
 PLAN**

CL 2005112409

OR 2778/1622

20'

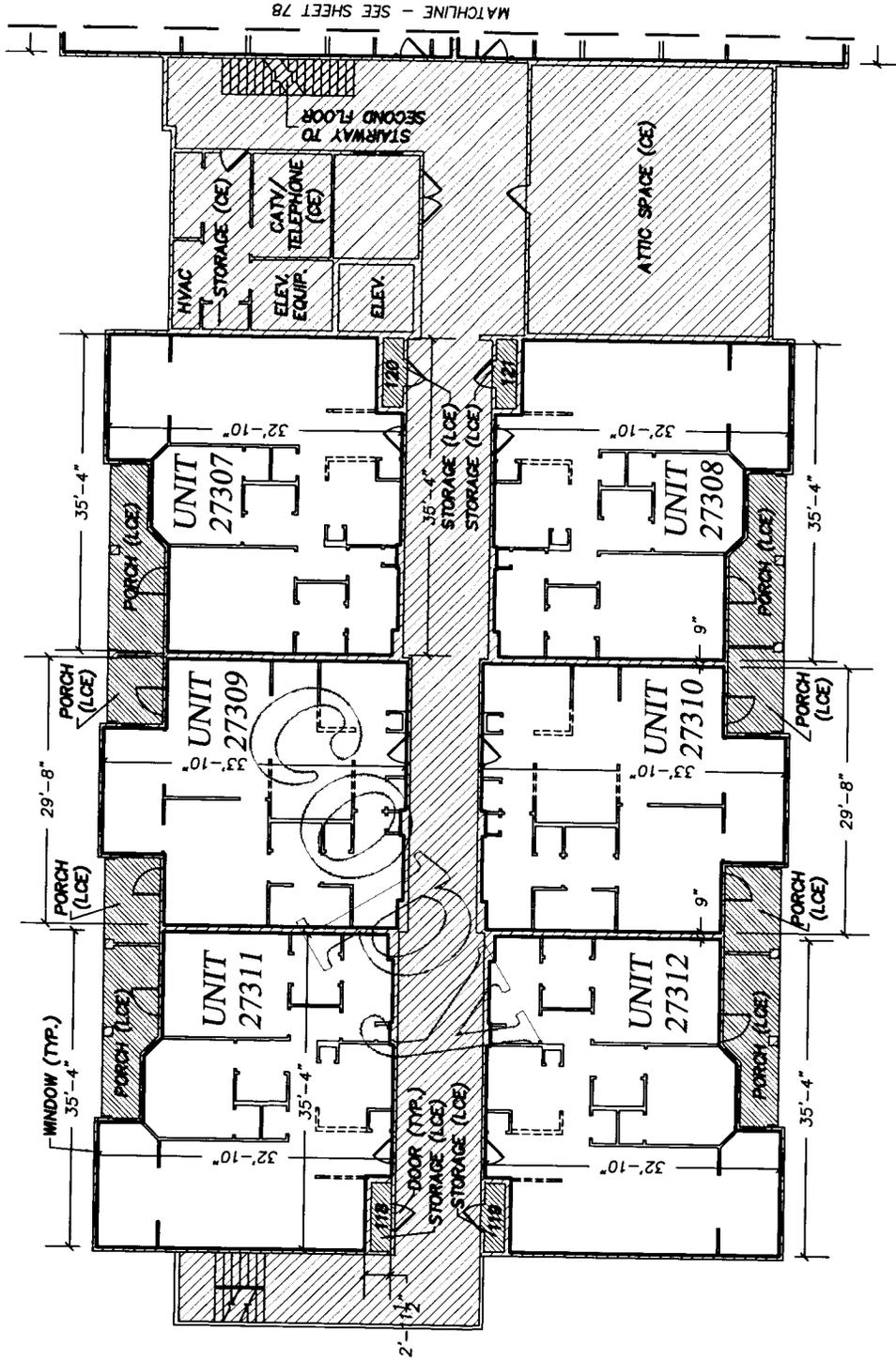
10'

5'

0'



GRAPHIC SCALE



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
- (TYP.) = TYPICAL
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Dotted Box] = COMMON ELEMENT

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 20'

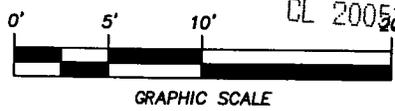
SHEET: 77 OF 96

BUILDING 27  
THIRD FLOOR  
PLAN

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

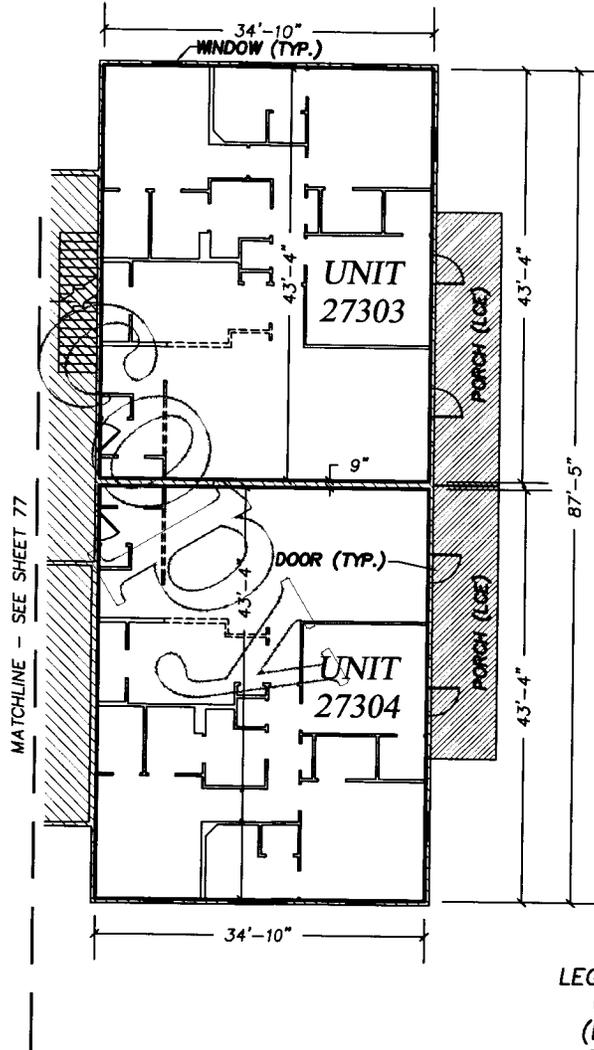
LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- [Hatched Box] = LIMITED COMMON ELEMENT



CL 2005d12409

OR 2778/1623



LEGEND:

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- HVAC = HEATING, VENTILATION & AIR CONDITIONING
- (TYP.) = TYPICAL

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT

**BOWYER-SINGLETON**  
**& ASSOCIATES, INCORPORATED**

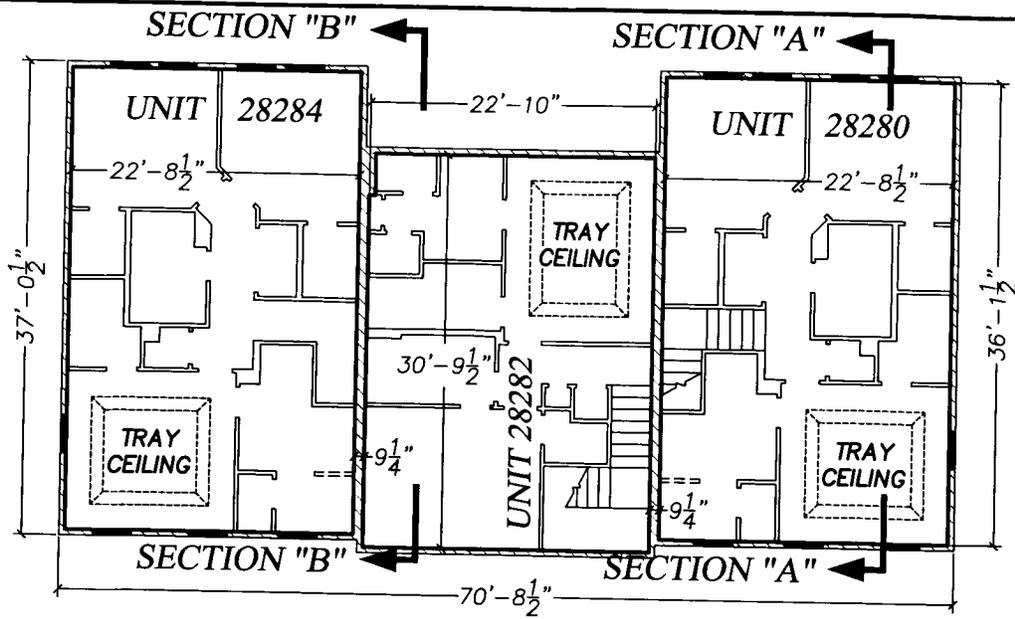
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 20'  
 SHEET: 78 OF 96

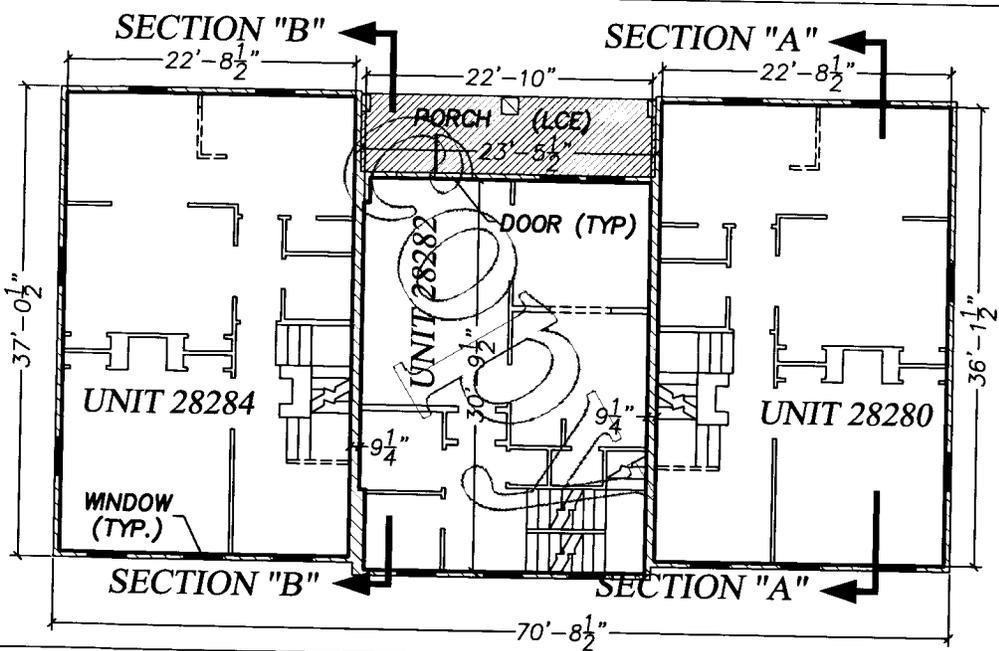
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

BUILDING 27  
 THIRD FLOOR  
 PLAN

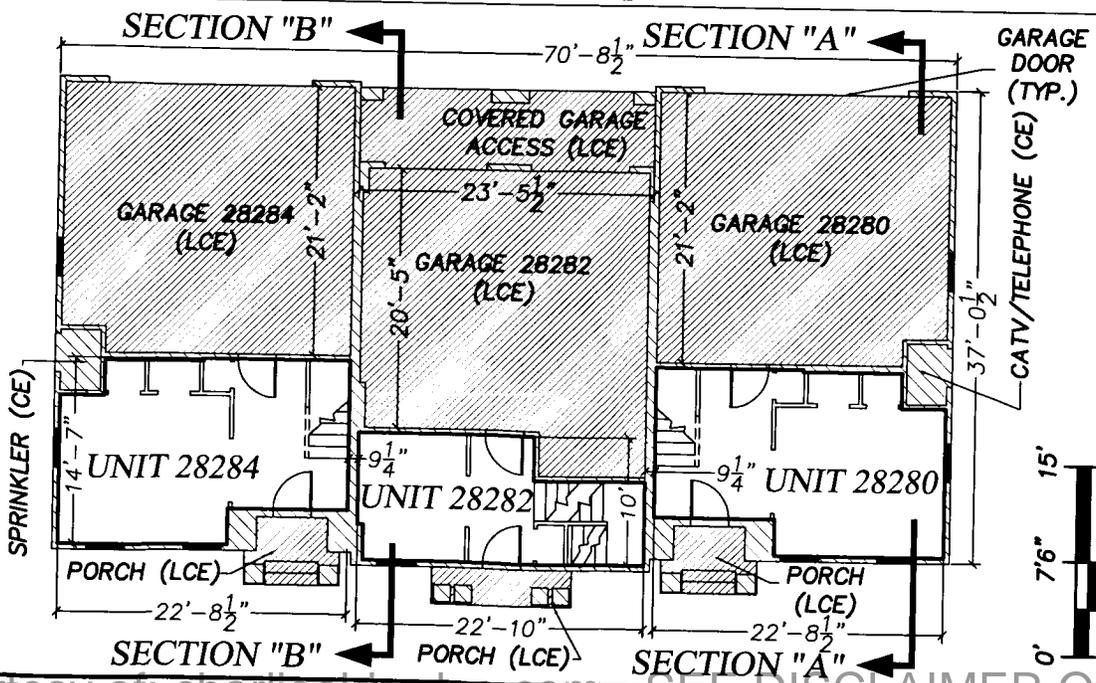
BUILDING 28 THIRD FLOOR PLAN



BUILDING 28 SECOND FLOOR PLAN



BUILDING 28 FIRST FLOOR PLAN



LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

(TYP) = TYPICAL

[Hatched Box] = COMMON ELEMENT

[Hatched Box] = LIMITED COMMON ELEMENT

FOR:

GEORGETOWN

AT

CELEBRATION,

A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 15'

SHEET: 79 OF 96

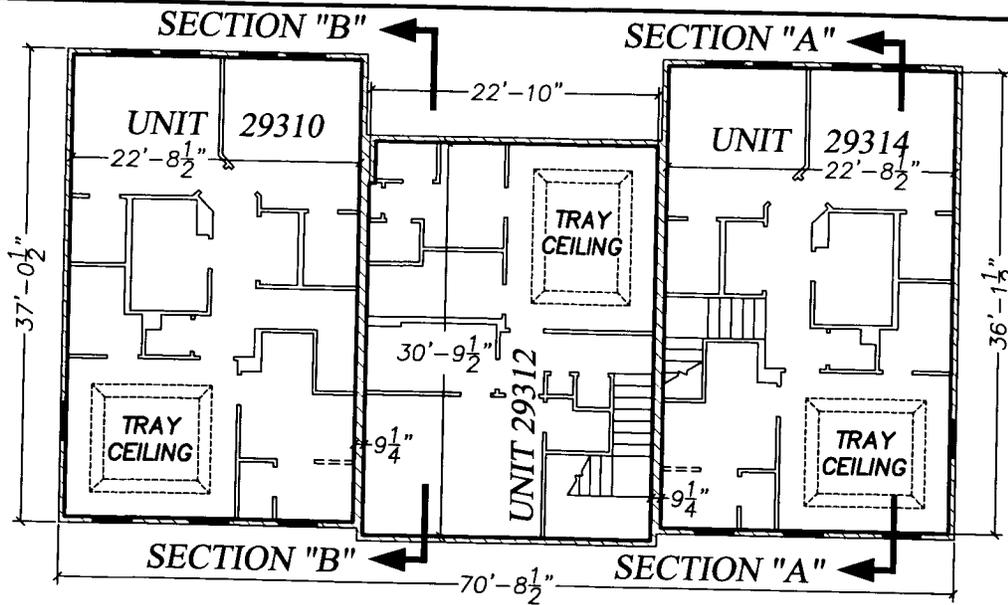
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

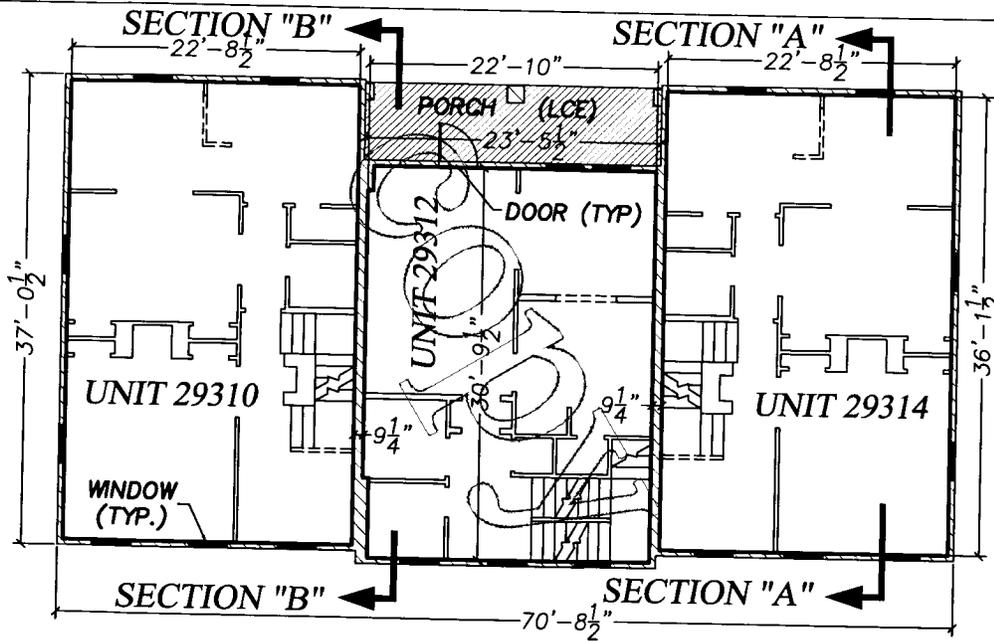
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801

(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

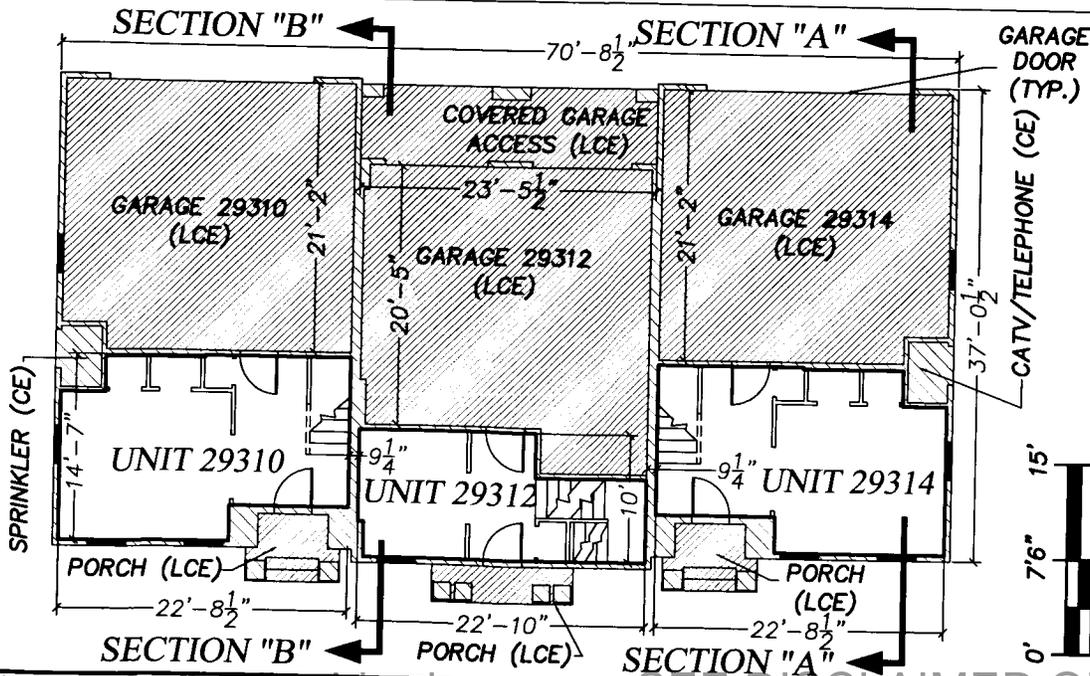
BUILDING 29 THIRD FLOOR PLAN



BUILDING 29 SECOND FLOOR PLAN



BUILDING 29 FIRST FLOOR PLAN



LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

(TYP) = TYPICAL

[Hatched Box] = COMMON ELEMENT

[Hatched Box] = LIMITED COMMON ELEMENT

FOR:

GEORGETOWN

AT

CELEBRATION,

A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 15'

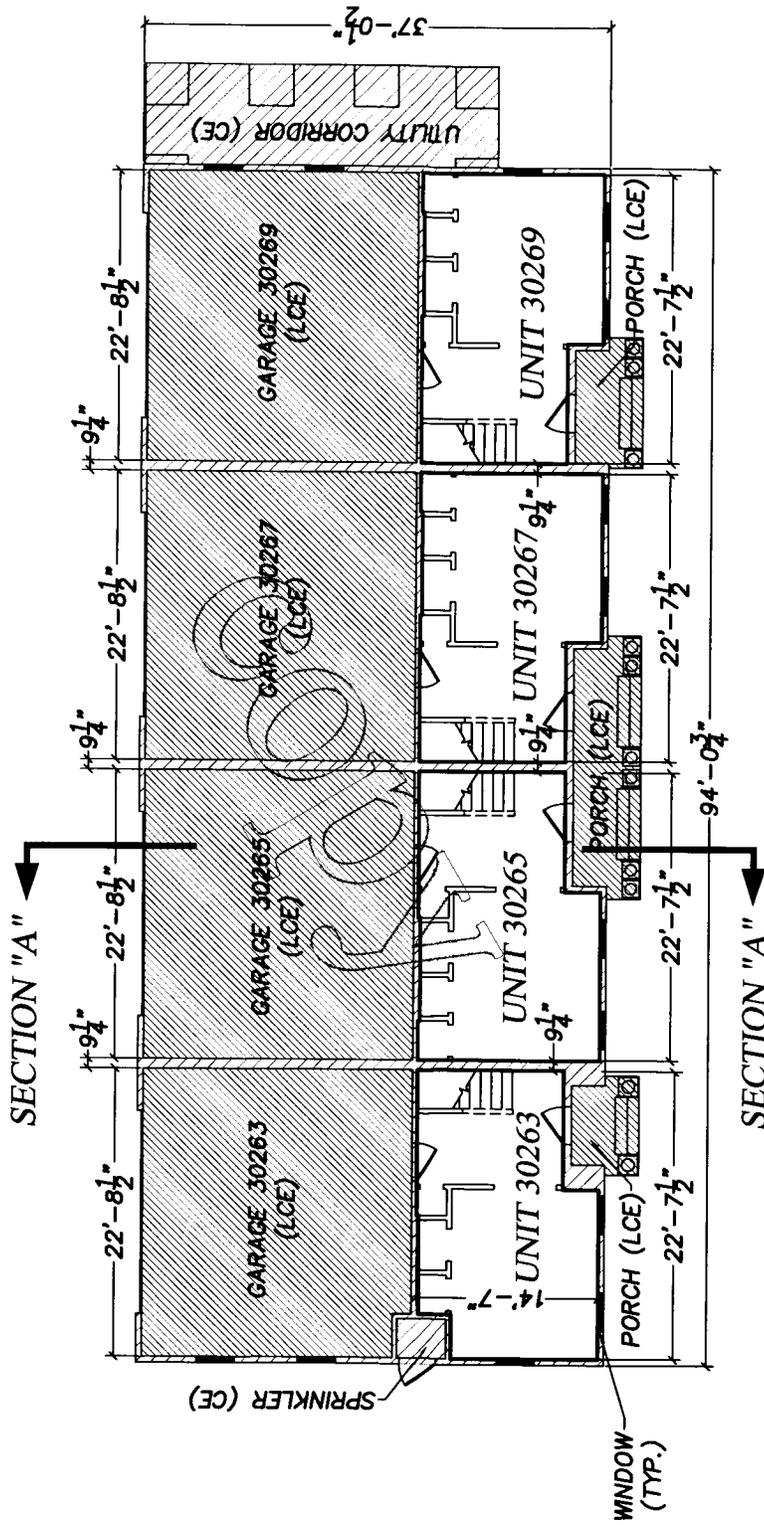
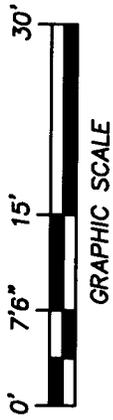
SHEET: 80 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801

(407) 843-5120 • LICENSED BUSINESS NUMBER 1221



BUILDING 30 FIRST FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 81 OF 96

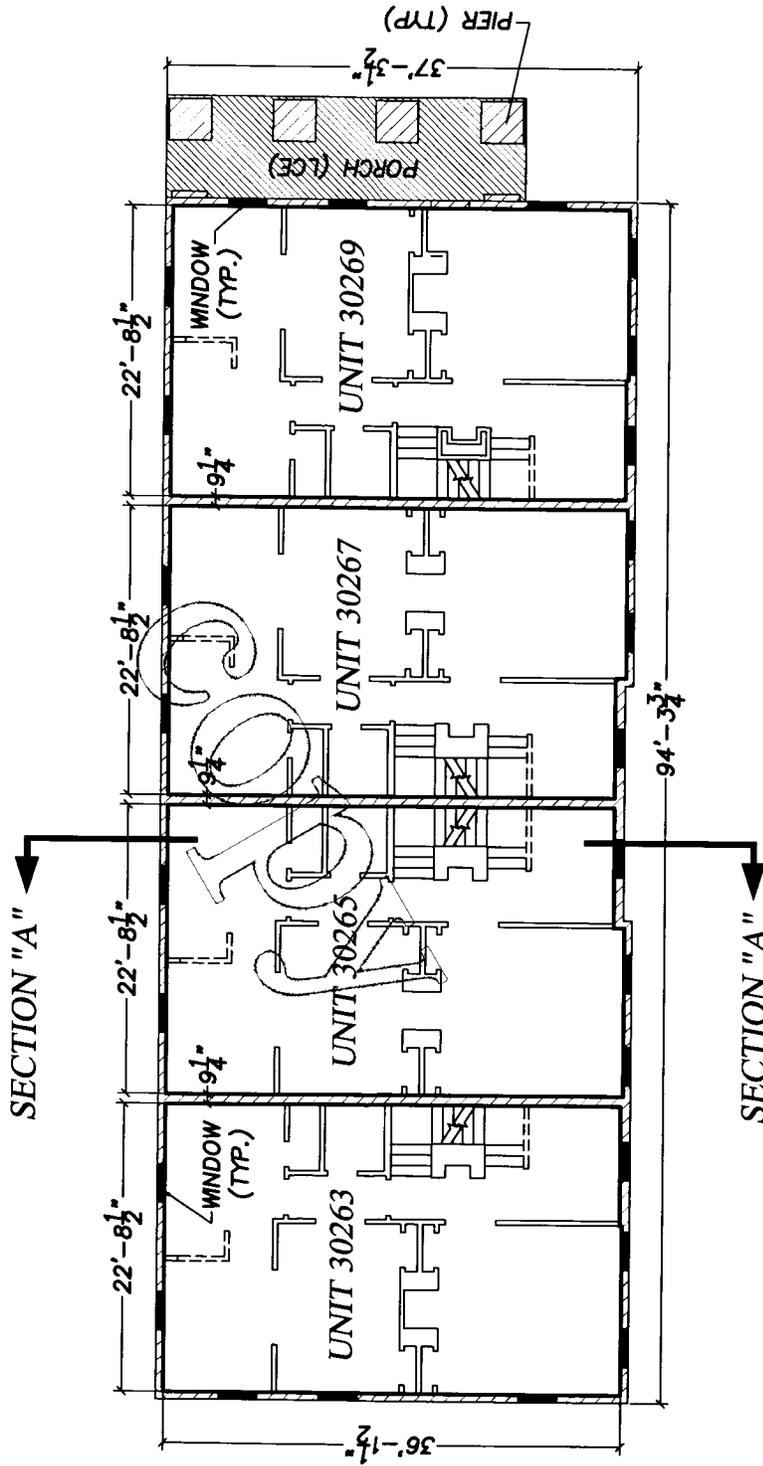
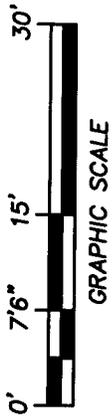
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 = COMMON ELEMENT  
 = LIMITED COMMON ELEMENT

CL 2005112409

OR 2778/1627



BUILDING 30 SECOND FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 82 OF 96

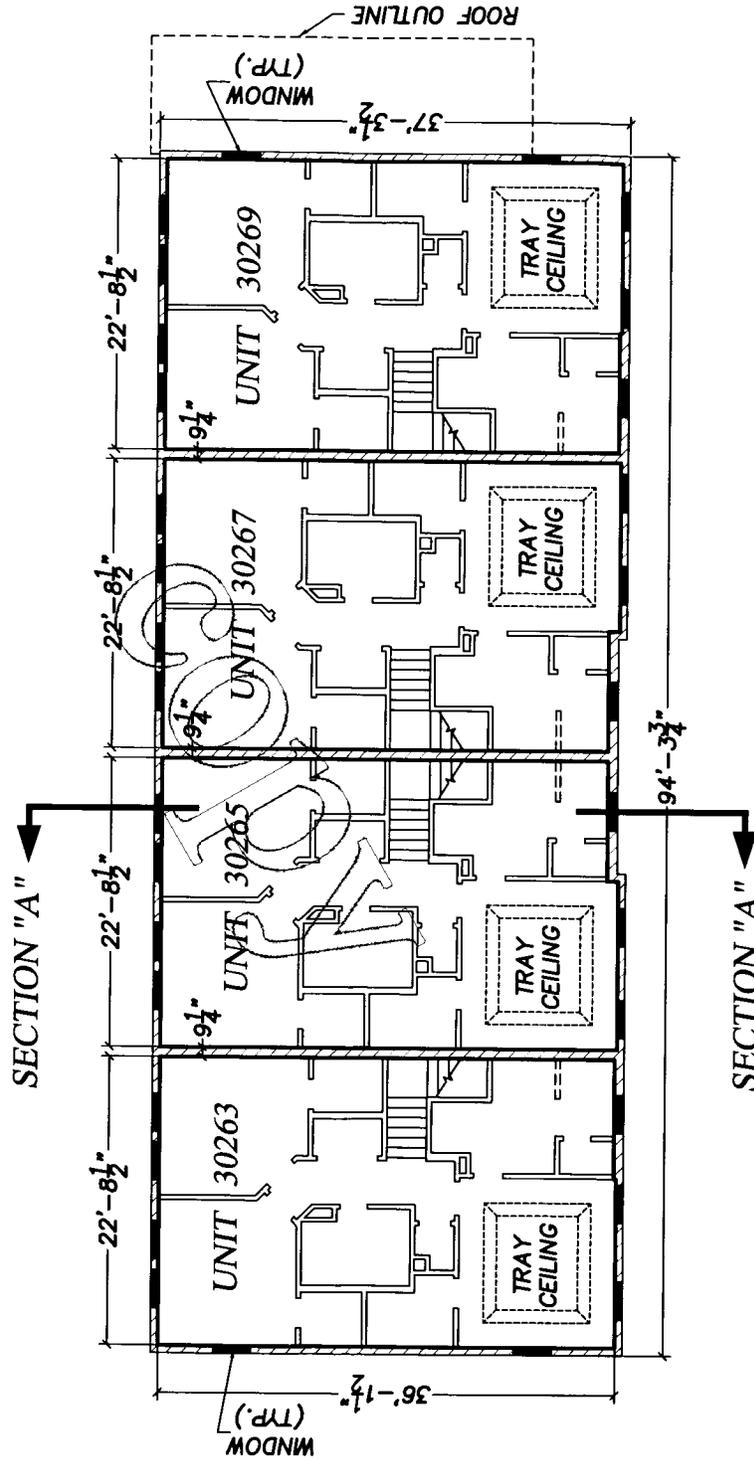
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Line Box] = LIMITED COMMON ELEMENT

CL 2005112409

OR 2778/1628



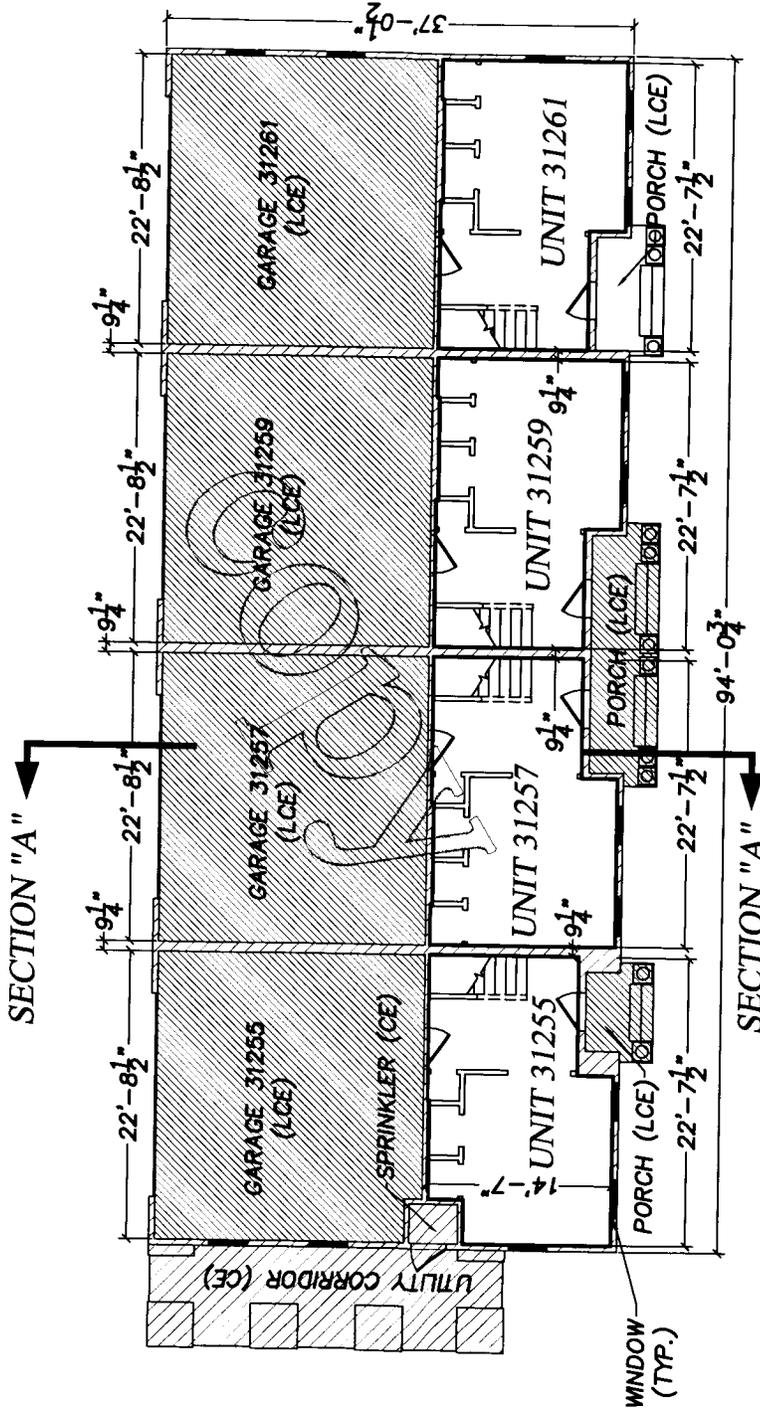
BUILDING 30 THIRD FLOOR PLAN

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 83 OF 96

**BOWYER-SINGLETON  
 & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221



BUILDING 31 FIRST FLOOR PLAN

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Cross-hatched Box] = LIMITED COMMON ELEMENT

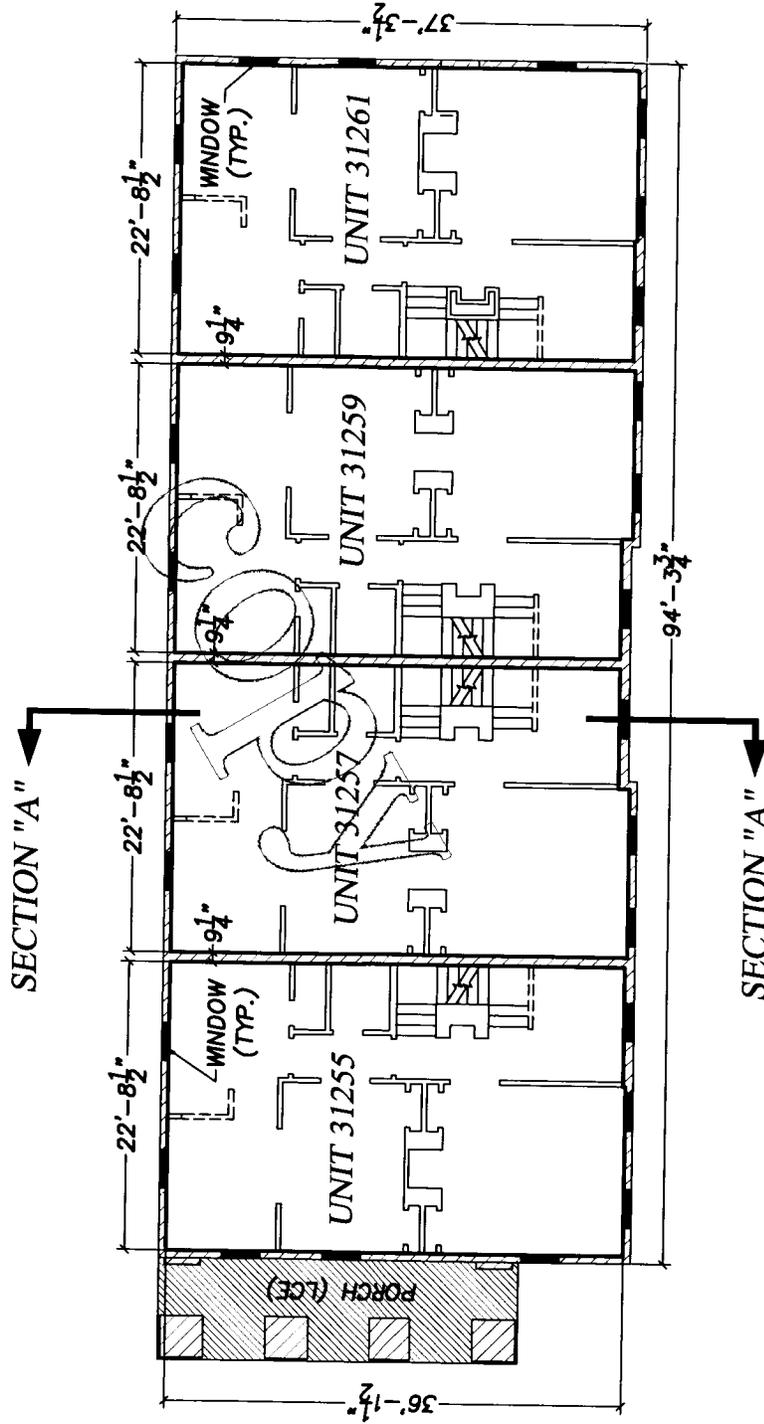
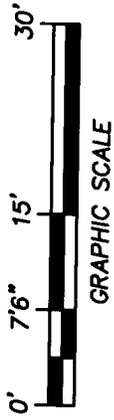
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 84 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

CL 2005112409

DR 2778/1630



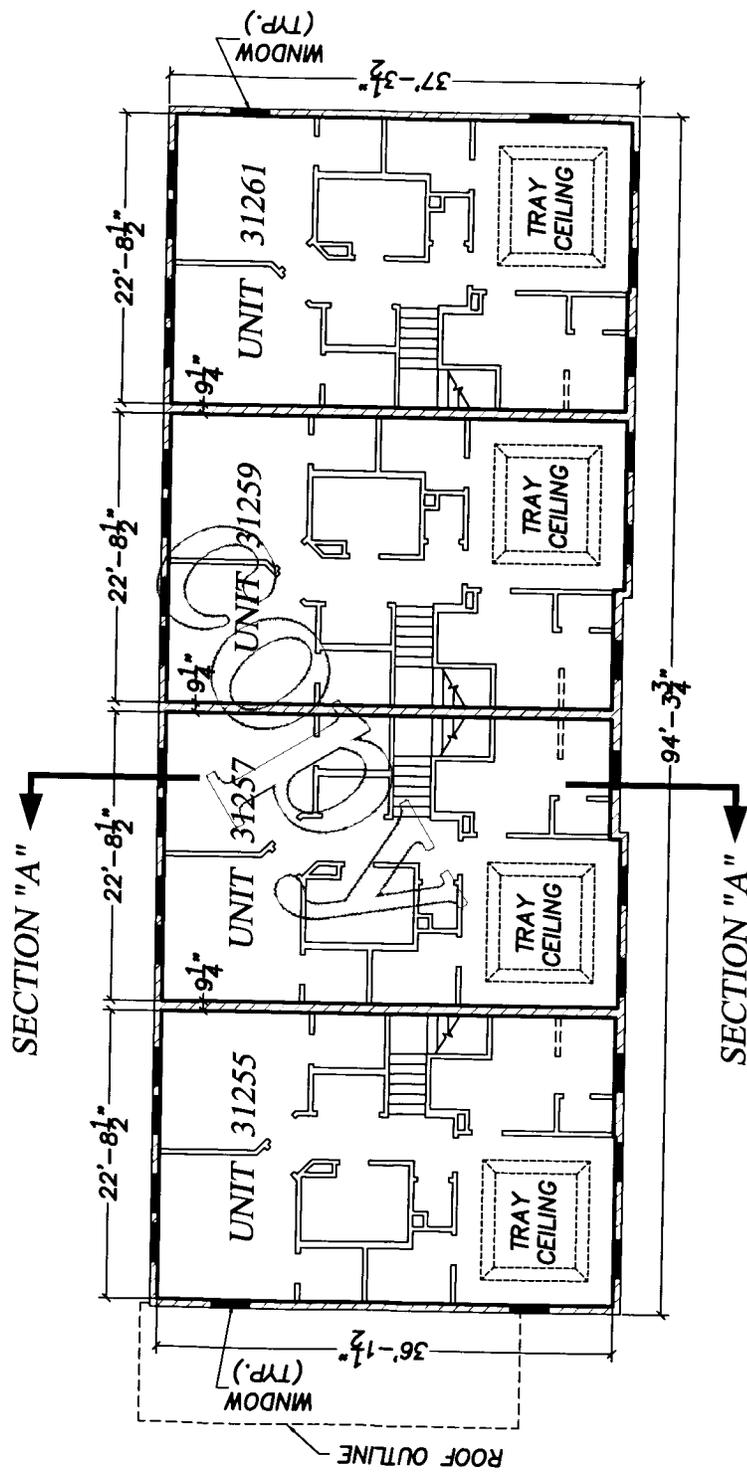
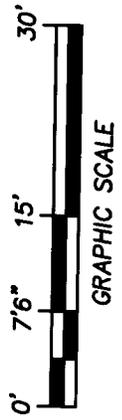
BUILDING 31 SECOND FLOOR PLAN

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 85 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 = COMMON ELEMENT  
 = LIMITED COMMON ELEMENT



BUILDING 31 THIRD FLOOR PLAN

LEGEND:

(CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 [Hatched Box] = COMMON ELEMENT  
 [Diagonal Hatched Box] = LIMITED COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 15'  
 SHEET: 86 OF 96

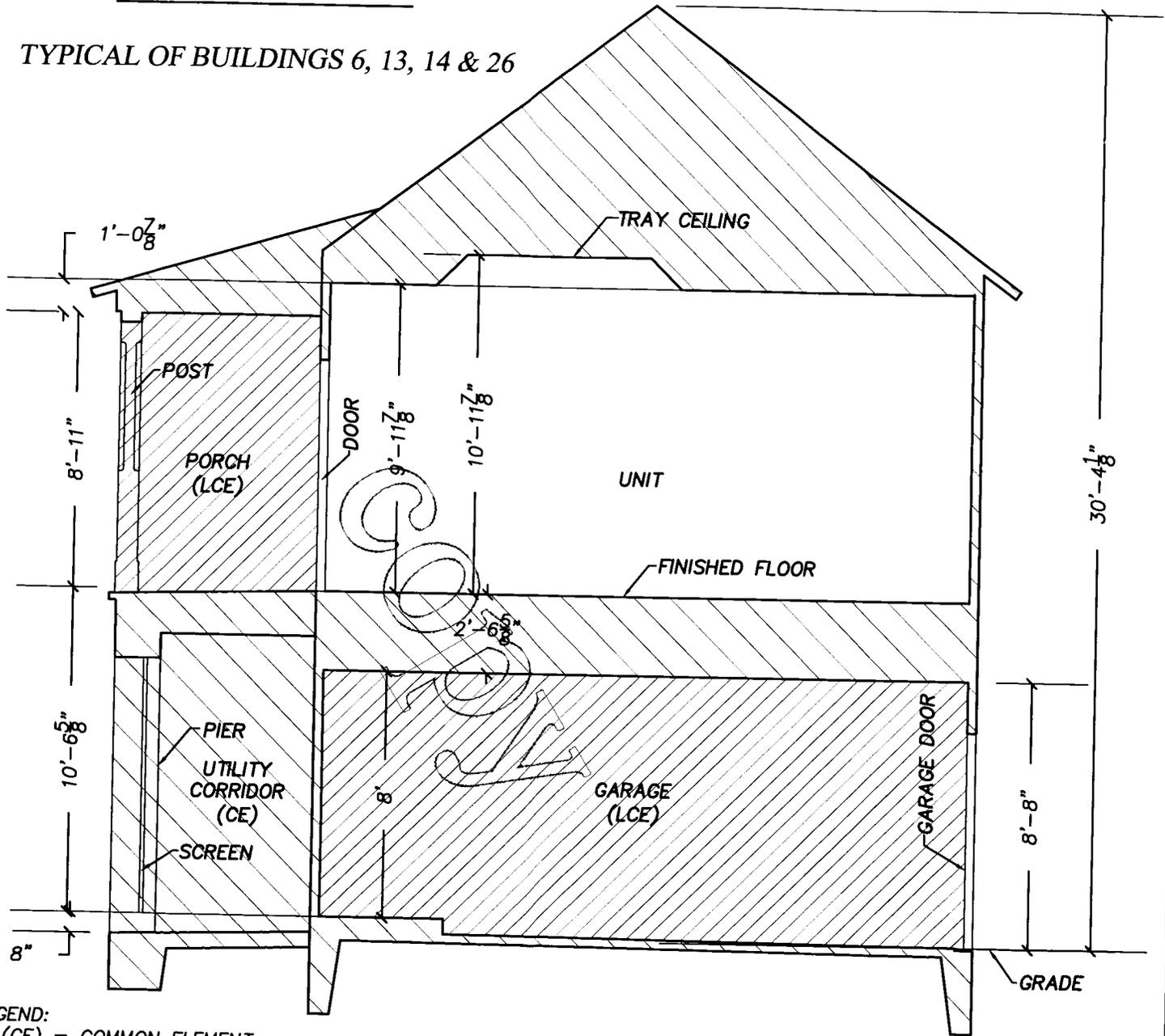
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

# BUILDING SECTION A

CL 2005112409

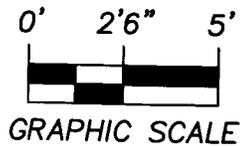
OR 2778/1632

TYPICAL OF BUILDINGS 6, 13, 14 & 26



**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- (TYP) = TYPICAL
-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT



**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE : ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 5'  
SHEET: 87 OF 96

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

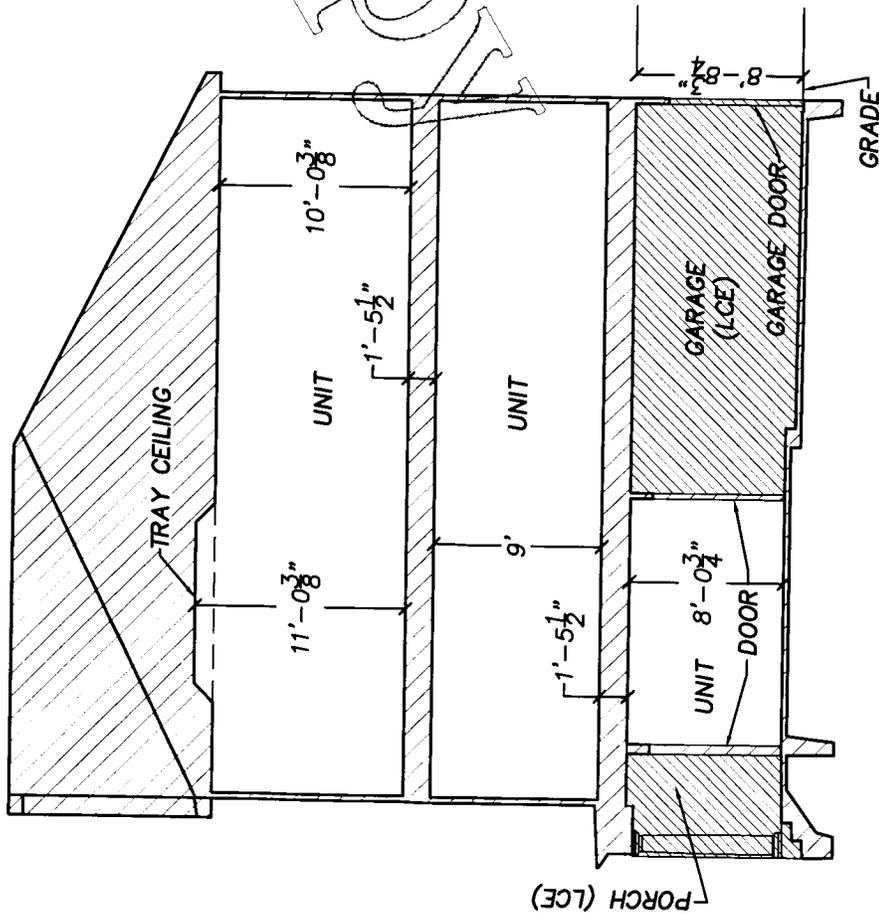
# BUILDING SECTIONS B & C

CL 2005112409

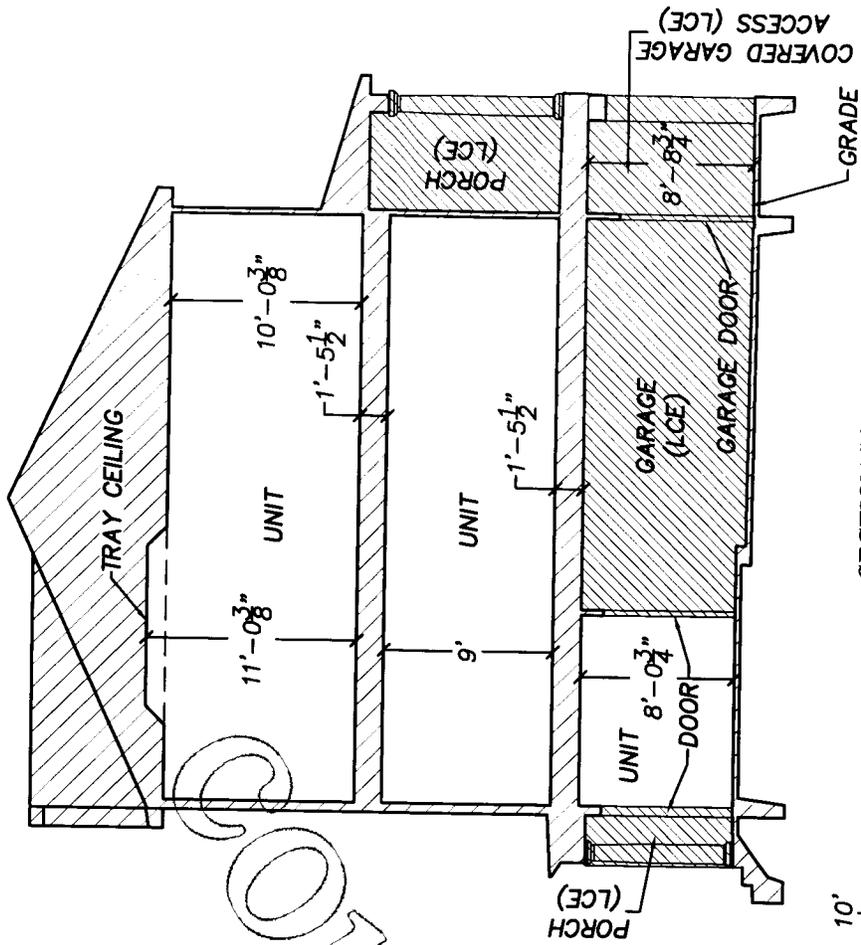
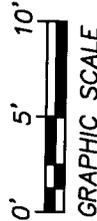
OR 2778/1633

SECTION "B" - TYPICAL OF BUILDINGS 1, 21, 23, 30 & 31

SECTIONS "B" & "C" - TYPICAL OF BUILDINGS 15, 16, 17, 18, 19, 22, 24, 25, 28 & 29



SECTION "B"



SECTION "C"

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 88 OF 96

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:

(CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 EQUIP. = EQUIPMENT  
 (TYP) = TYPICAL

LIMITED COMMON ELEMENT (LCE) = COMMON ELEMENT

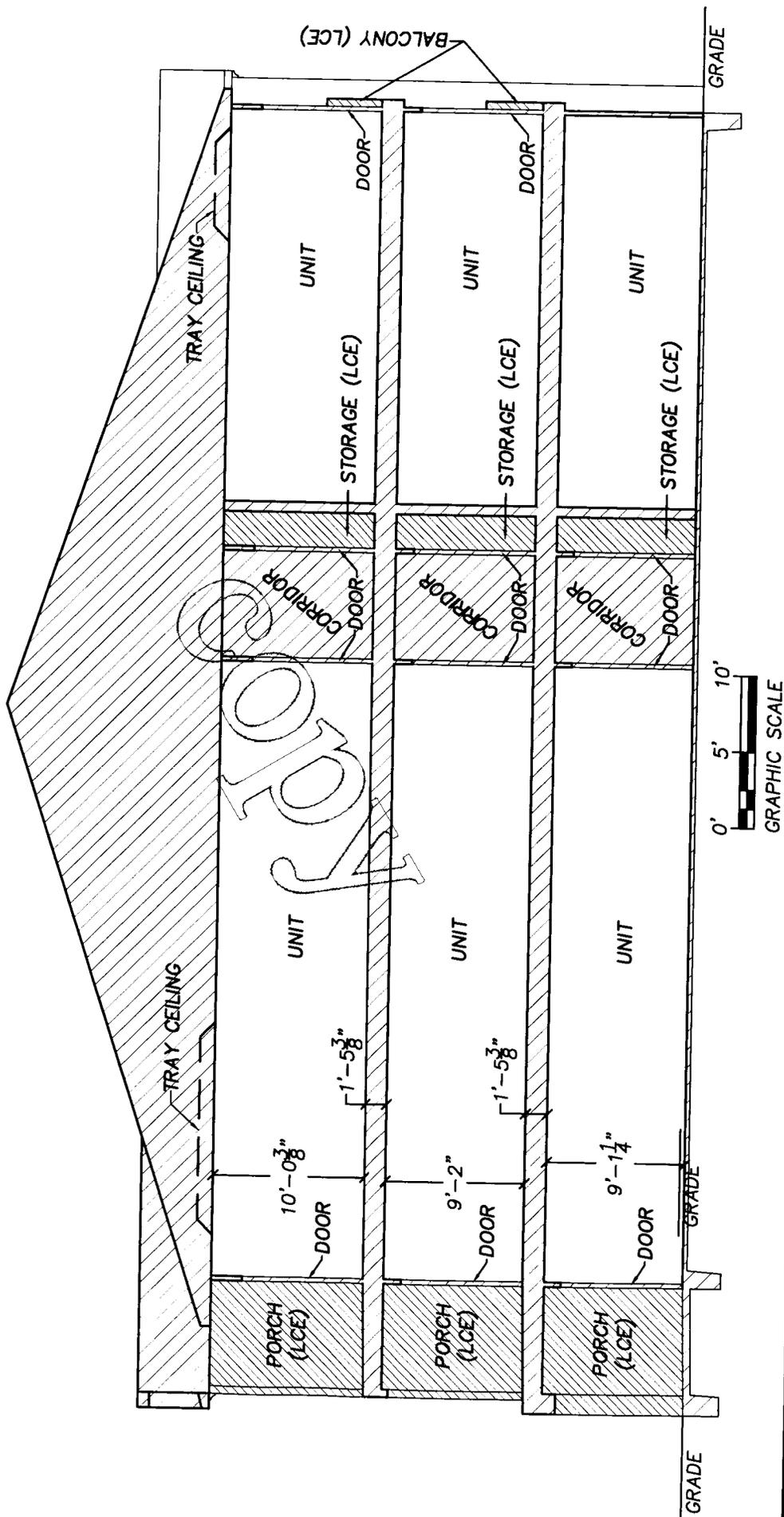
COMMON ELEMENT = COMMON ELEMENT

# BUILDING SECTION D

BL 2005112409

OR 2778/1634

TYPICAL OF BUILDINGS 2, 3, 5, 7, 10 & 11



<p><b>BOWYER-SINGLETON &amp; ASSOCIATES, INCORPORATED</b>          ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL          520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801          (407) 843-5120 • LICENSED BUSINESS NUMBER 1221</p>	<p>TYPE: CONDOMINIUM DOCUMENTS          DATE: JANUARY 2005          PROJECT NUMBER: DDC          DRAWN BY: GLG          CHECKED BY: WDD          SCALE: 1" = 10'          SHEET: 89 OF 96</p>	<p>FOR:          GEORGETOWN          AT          CELEBRATION,          A CONDOMINIUM</p>	<p>LEGEND:          (CE) = COMMON ELEMENT          (LCE) = LIMITED COMMON ELEMENT          CATV = CABLE TELEVISION          EQUIP. = EQUIPMENT          (TYP) = TYPICAL</p> <p>LIMITED COMMON ELEMENT          = COMMON ELEMENT</p> <p>LIMITED COMMON ELEMENT          = COMMON ELEMENT</p>
---	---	--	---

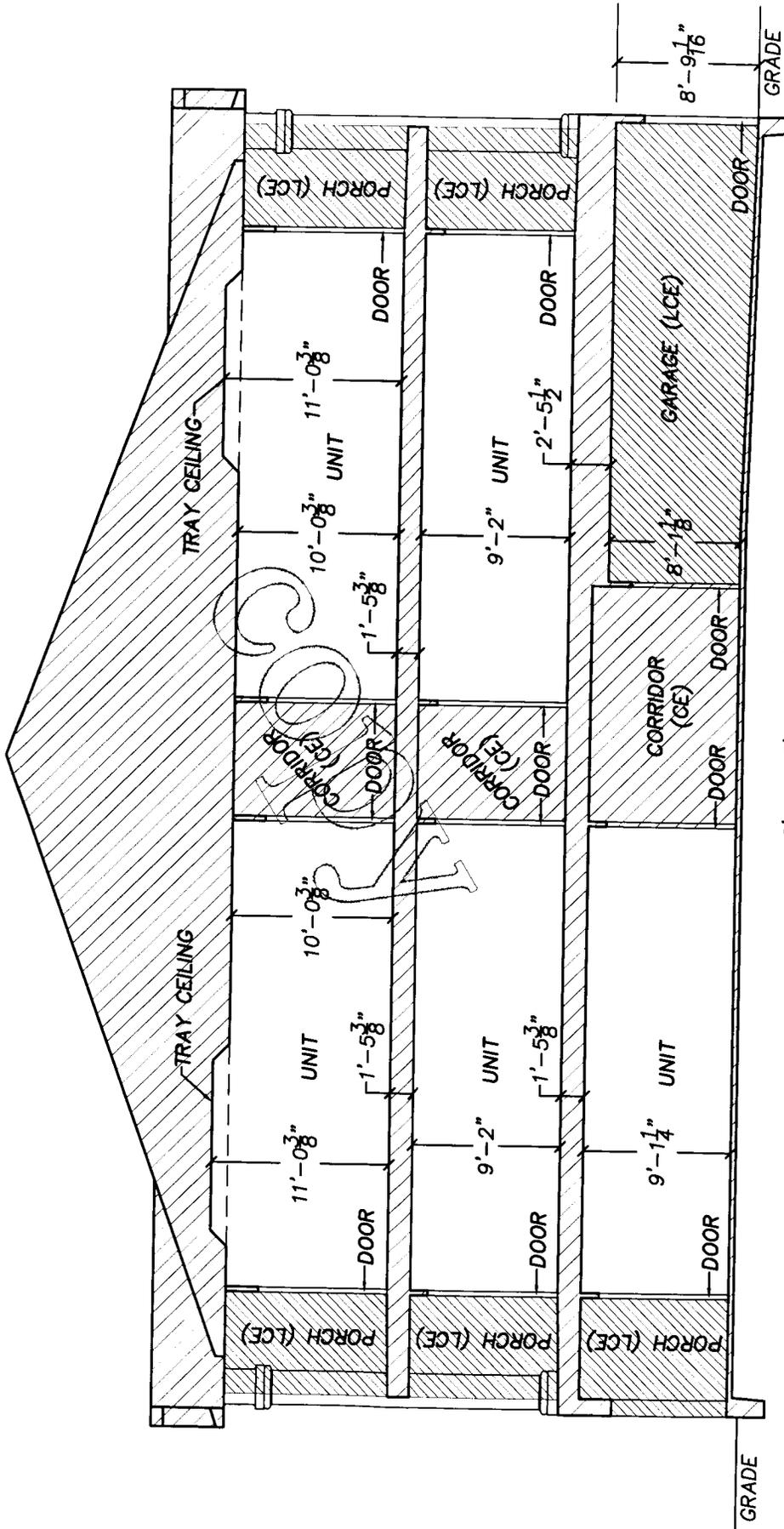
K:\DDC\J9\CONDO-DOCS\400-SECTION.DWG

# BUILDING SECTION F

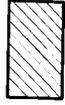
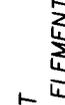
CL 2005112409

OR 2778/1635

TYPICAL OF BUILDINGS 4 & 8



LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 EQUIP. = EQUIPMENT  
 (TYP) = TYPICAL

 = COMMON ELEMENT  
 = COMMON ELEMENT  
 = LIMITED COMMON ELEMENT  
 = COMMON ELEMENT

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 90 OF 96

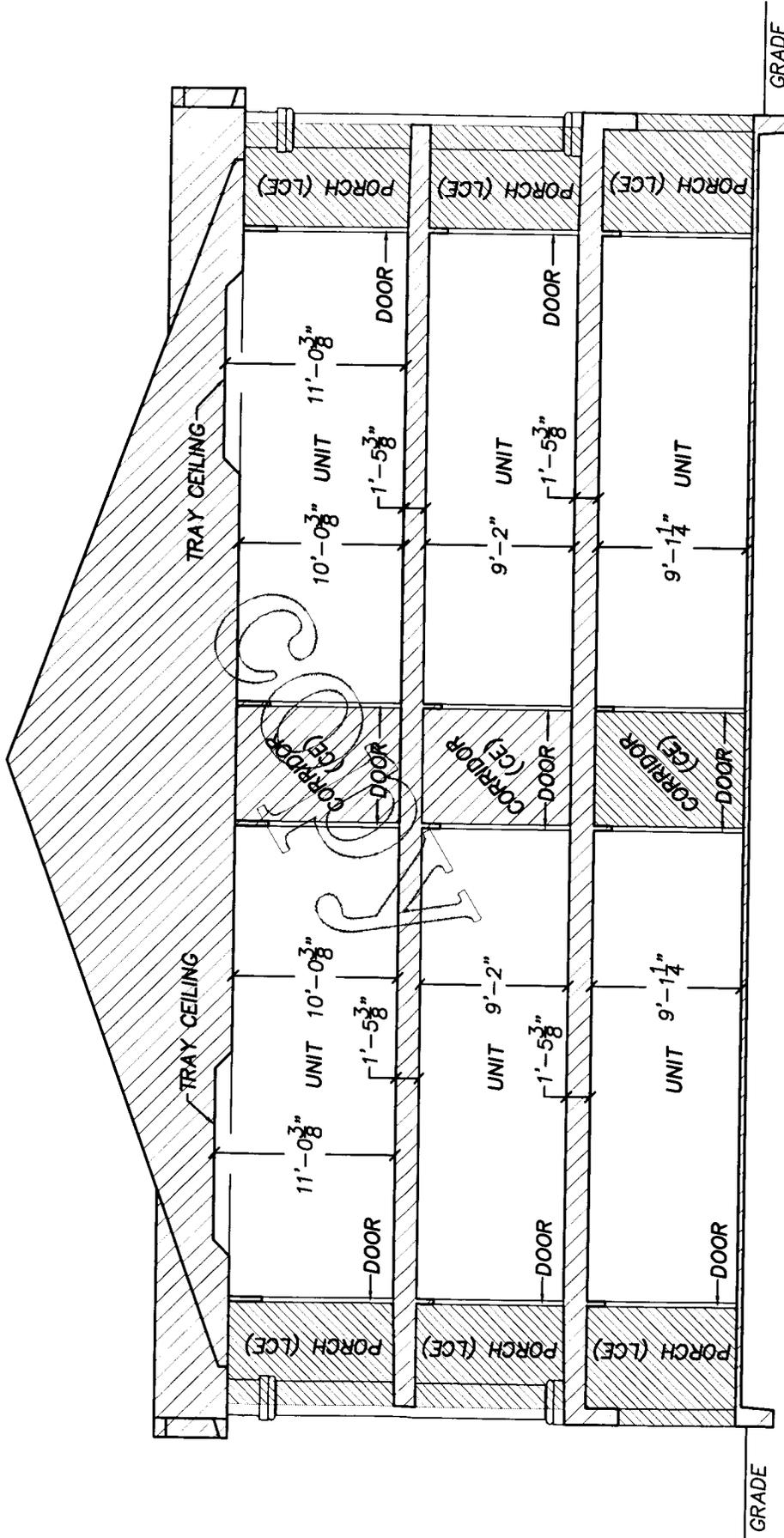
**BOWYER-SINGLETON  
 & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

# BUILDING SECTION E

GL 2005112409

OR 2778/1636

TYPICAL OF BUILDINGS 4 & 8



TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 91 OF 96

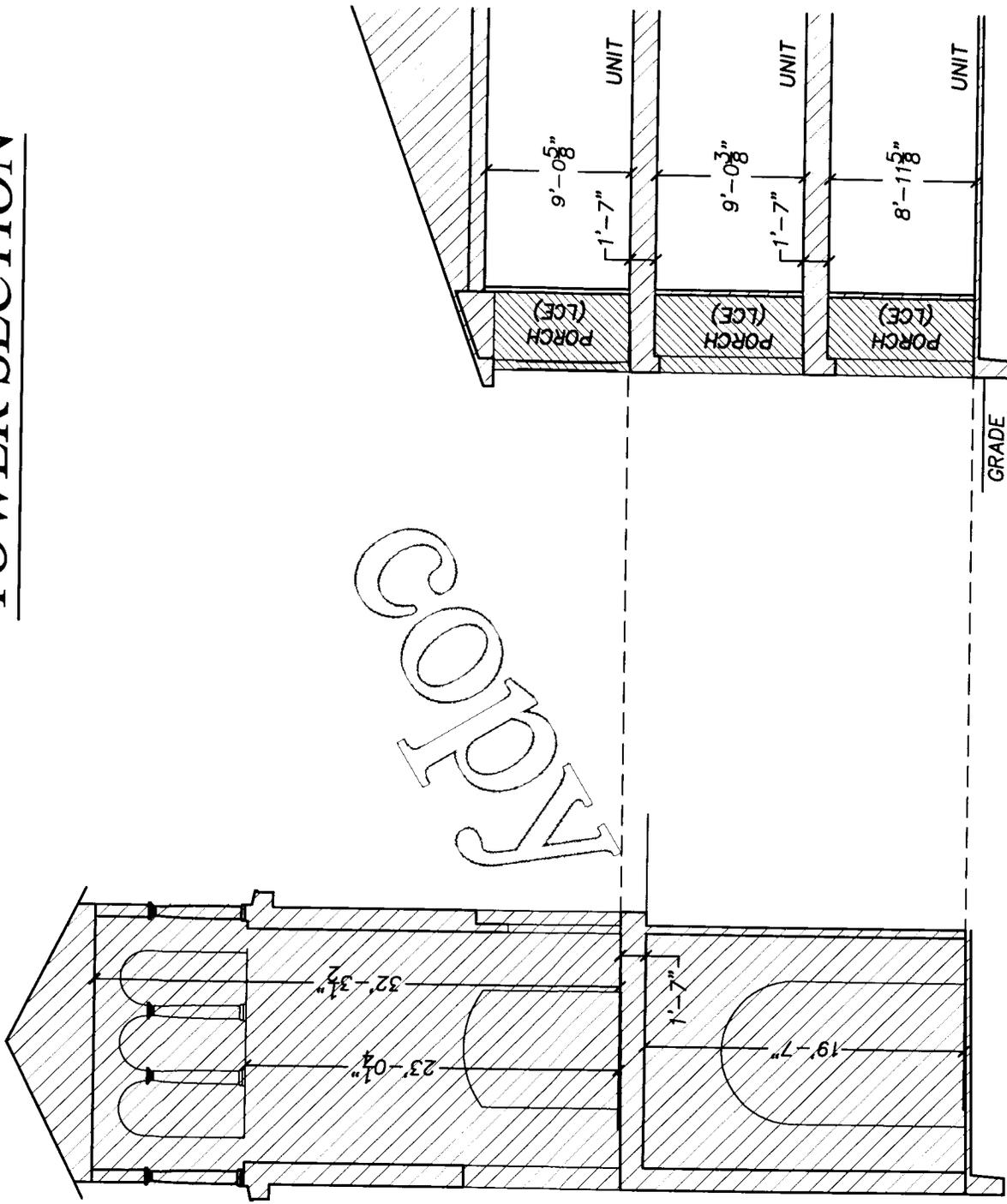
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 EQUIP. = EQUIPMENT  
 (TYP) = TYPICAL

= COMMON ELEMENT  
 = LIMITED COMMON ELEMENT  
 = COMMON ELEMENT  
 = COMMON ELEMENT

# TOWER SECTION

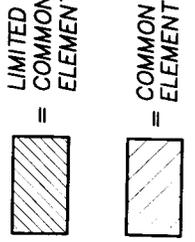


**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 92 OF 96

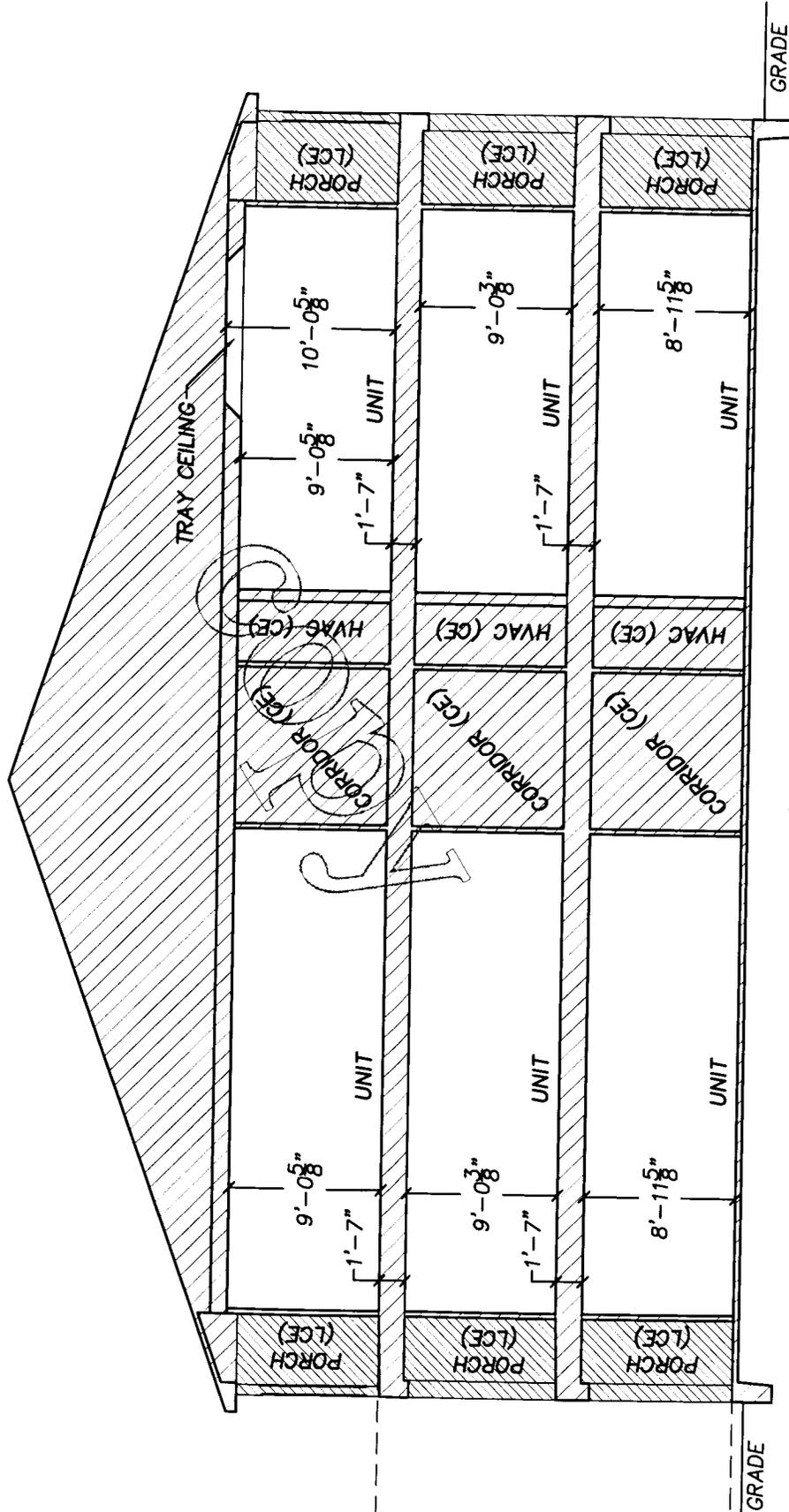
FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

LEGEND:  
 (CE) = COMMON ELEMENT  
 (LCE) = LIMITED COMMON ELEMENT  
 CATV = CABLE TELEVISION  
 EQUIP. = EQUIPMENT  
 (TYP) = TYPICAL



# BUILDING SECTION

SECTION - TYPICAL OF BUILDING 9



**LEGEND:**

- (CE) = COMMON ELEMENT
- (LCE) = LIMITED COMMON ELEMENT
- CATV = CABLE TELEVISION
- EQUIP. = EQUIPMENT
- (TYP) = TYPICAL

 = COMMON ELEMENT  
 = COMMON ELEMENT  
 = LIMITED COMMON ELEMENT  
 = COMMON ELEMENT

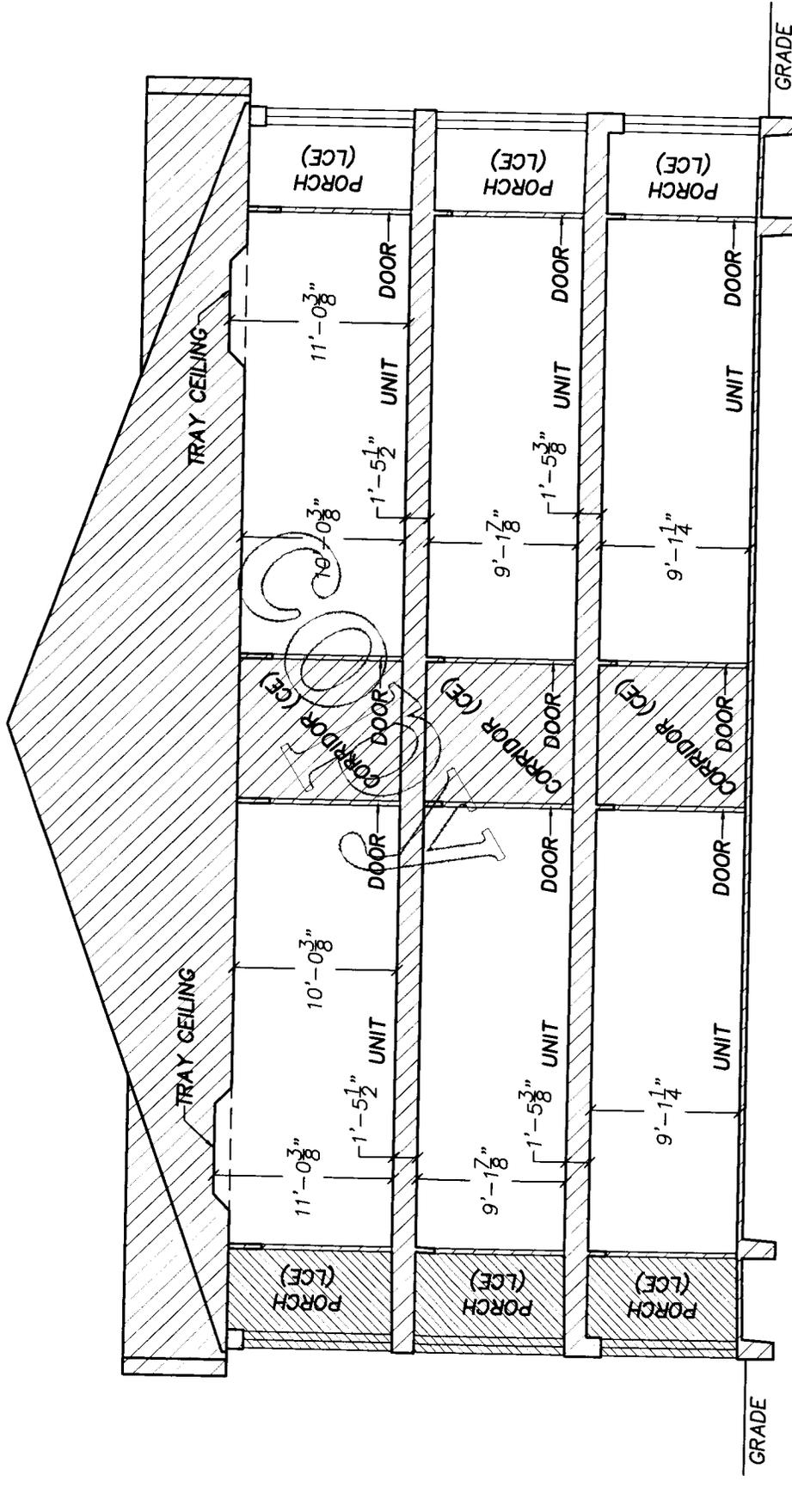
FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 93 OF 96

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

# BUILDING SECTION "I"

SECTION "I" - TYPICAL OF BUILDINGS 12, 20 & 27



LEGEND:

	= COMMON ELEMENT		= LIMITED COMMON ELEMENT
	= COMMON ELEMENT		= COMMON ELEMENT
(CE)	= COMMON ELEMENT	CATV	= CABLE TELEVISION
(LCE)	= LIMITED COMMON ELEMENT	EQUIP.	= EQUIPMENT
		(TYP)	= TYPICAL

FOR:  
 GEORGETOWN  
 AT  
 CELEBRATION,  
 A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
 DATE: JANUARY 2005  
 PROJECT NUMBER: DDC  
 DRAWN BY: GLG  
 CHECKED BY: WDD  
 SCALE: 1" = 10'  
 SHEET: 94 OF 96

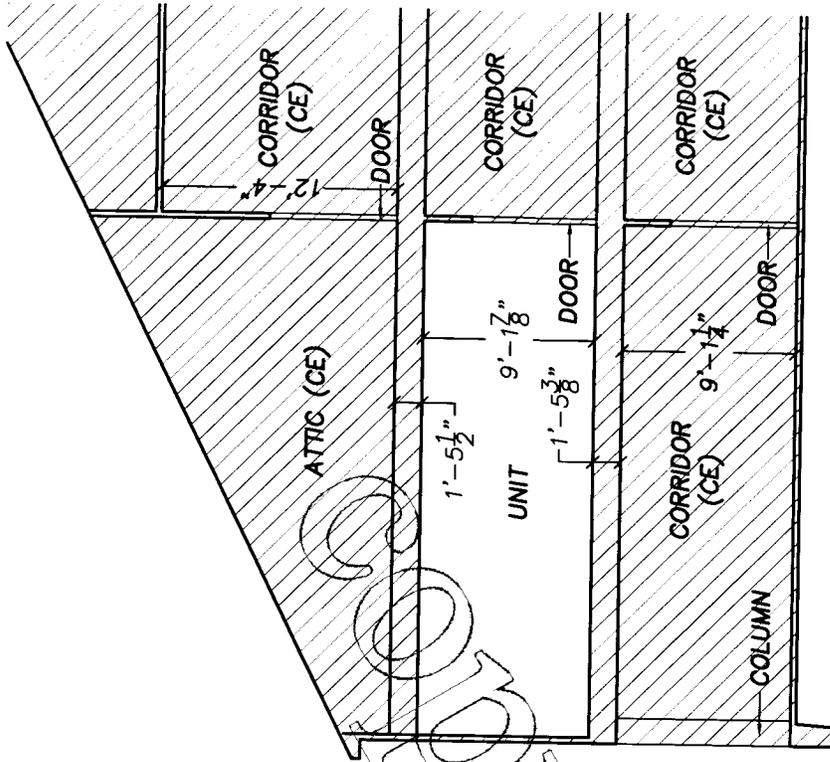
**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
 (407) 843-5120 • LICENSED BUSINESS NUMBER 1221

# BUILDING SECTIONS "J" & "K"

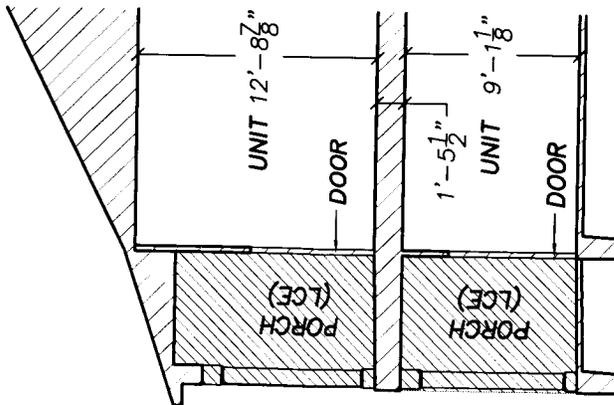
TYPICAL OF BUILDINGS 12, 20 & 27

CL 2005112409

OR 2778/1640



SECTION "K"



SECTION "J"



TYPE: CONDOMINIUM DOCUMENTS

DATE: JANUARY 2005

PROJECT NUMBER: DDC

DRAWN BY: GLG

CHECKED BY: WDD

SCALE: 1" = 10'

SHEET: 95 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

CATV = CABLE TELEVISION

EQUIP. = EQUIPMENT

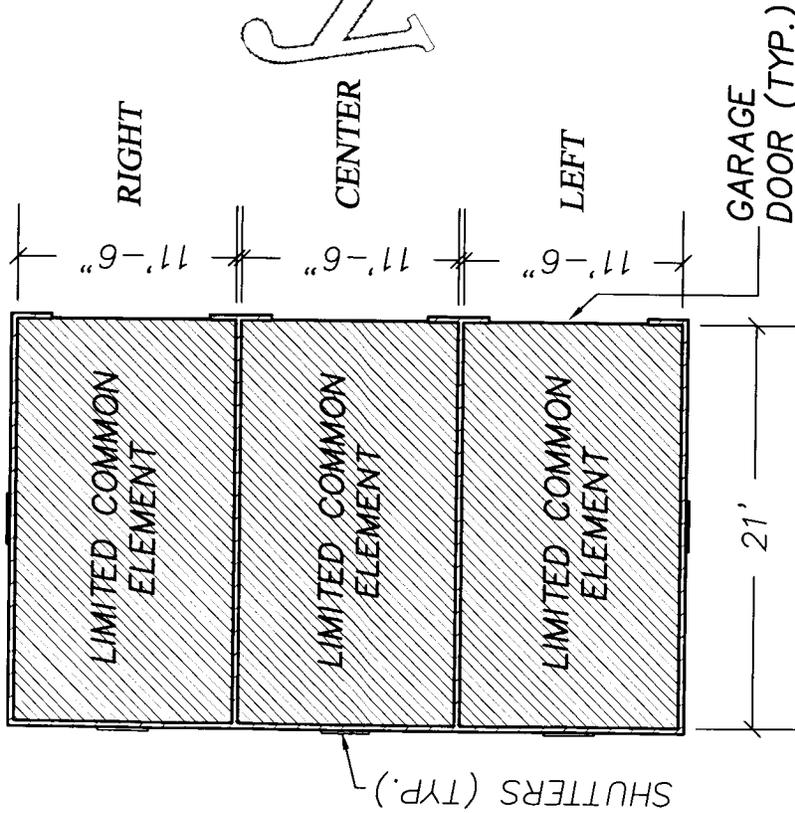
(TYP) = TYPICAL

LIMITED COMMON ELEMENT

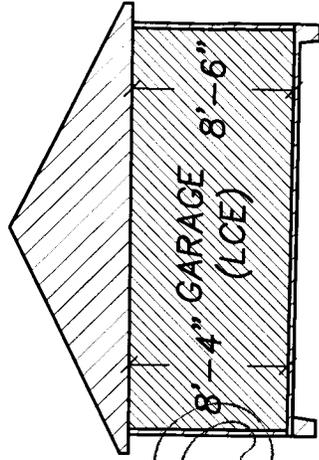
COMMON ELEMENT

# 3-CAR GARAGE BUILDINGS

GARAGE FLOOR PLAN -  
TYPICAL OF ALL GARAGES



GARAGE SECTION - TYPICAL OF ALL GARAGES



CL 2005112409

OR 2778/1641

GARAGE BUILDING	GARAGE NUMBER	
	LEFT - CENTER	RIGHT
A	1	3
B	4	6
C	7	9
D	10	12
E	13	15
F	16	18
G	19	21
H	22	24
I	25	27

LEGEND:

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

LIMITED COMMON ELEMENT = [Hatched Box]

COMMON ELEMENT = [White Box]

FOR:  
GEORGETOWN  
AT  
CELEBRATION,  
A CONDOMINIUM

TYPE: CONDOMINIUM DOCUMENTS  
DATE: JANUARY 2005  
PROJECT NUMBER: DDC  
DRAWN BY: GLG  
CHECKED BY: WDD  
SCALE: 1" = 10'  
SHEET: 96 OF 96

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801  
(407) 843-5120 • LICENSED BUSINESS NUMBER 1221

## EXHIBIT C

# State of Florida



## Department of State

I certify from the records of this office that GEORGETOWN AT CELEBRATION CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 8, 2005.

The document number of this corporation is N05000003644.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 605A00024347-041105-N05000003644-1/1, noted below.

Authentication Code: 605A00024347-041105-N05000003644-1/1

CL 2005112409

OR 2778/1642

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eleventh day of April, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
GEORGETOWN AT CELEBRATION CONDOMINIUM ASSOCIATION, INC.**  
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Osceola County, Florida, and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Association" means Georgetown at Celebration Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.
- D. "Board" means the Board of Directors of the Association.
- E. "Bylaws" means the Bylaws of the Association.
- F. "Celebration" means the name given to that certain master planned community in which the Condominium is located and which is more particularly described in the Declaration.
- G. "Common Elements" means the portion of the Condominium Property not included in the Units.
- H. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Condominium Common Expenses.
- I. "Condominium" means "Georgetown at Celebration, a Condominium" which is an existing residential development being converted to condominium by Developer and which contains three hundred fifteen (315) Units in thirty-one (31) two (2)- and three (3)-story buildings ("Buildings") and the land and facilities serving the Units, including one hundred twenty-three (123) garage parking spaces ("Garages") (seventy-two [72] Garages are contained within the Buildings and fifty-one [51] Garages are contained within separate detached garage buildings ["Garage Buildings"] located on the Condominium Property), one hundred twenty-one (121) storage spaces ("Storage Spaces") and recreational facilities for the use of the Owners, which consist of a swimming pool with pool side gazebo and bar, clubhouse, fitness center, tennis and basketball courts and a management office.

J. "Condominium Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against An Owner by the Association.

K. "Condominium Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Condominium Common Expenses from time to time by the Board.

L. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium.

M. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

N. "County" means Osceola County, Florida.

O. "Declaration" means the Declaration of Condominium of Georgetown at Celebration, a Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

P. "Developer" means North Village Tarragon, LLC, a Florida limited liability company, its grantees, corporate successors and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

Q. "Director" means a member of the Board.

R. "Majority Election Meeting" means that meeting described in Paragraph IX.D herein.

- S. "Member" means a member of the Association.
- T. "Owner" means "owner" as defined in the Act and is the owner of a Unit.
- U. "Public Records" means the Public Records of the County.
- V. "Purchaser Members" means those Owners defined in Paragraph IX.C herein.
- W. "Residential Association" means the Celebration Residential Owners Association, Inc., a Florida corporation not for profit, organized to administer the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties recorded in Official Records Book 2338, Page 2780, of the Public Records of the County, and all amendments and supplements thereto ("Community Charter") and having among its members the Owners and all other owners of residential property within Celebration. Declarant sets forth a plan for development therein and provides that assessments for the "Common Expenses" of the land areas designated therein as "Common Areas" (as such terms are defined in the Community Charter) are applicable to all owners of residential property within Celebration, including the Owners of Units in the Condominium. The Supplement to Community Charter which has been recorded in the Public Records of the County and submits the Condominium Property to the jurisdiction of the Community Charter imposes additional use restrictions and monetary obligations on the Condominium Property.
- X. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.
- Y. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.
- Z. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

**ARTICLE I**  
**NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be GEORGETOWN AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809.

**ARTICLE II**  
**PLAN OF DEVELOPMENT AND**  
**PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium on property Developer owns in the County.

B. 1. The Association shall be the condominium association responsible for the operation of the Condominium subject to the terms and restrictions of the Condominium Documents. Each Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

**ARTICLE III  
POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Elements and the levying and collection of Condominium Assessments for the payment of Condominium Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Condominium Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the Condominium Property and the payment of Condominium Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Condominium Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;
4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;
5. To enforce by legal means the provisions of the Condominium Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Condominium Common Expenses of the Condominium and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any;
7. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.
8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

#### ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

- A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).
- B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Unit in the Condominium.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. Matters that require a vote of the Owners shall be voted on by the Owners and shall be determined by a vote of the majority of such Owners in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

**ARTICLE V  
TERM**

The term for which this Association is to exist shall be perpetual.

**ARTICLE VI  
INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: Sandra E.

Krumbein, Esquire, Ruden, McClosky, Smith, Schuster & Russell, P.A., 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

**ARTICLE VII  
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

**ARTICLE VIII  
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Anthony C. Martin
Vice President	Matthew Robert Marshall
Secretary/Treasurer	Matthew Robert Marshall

**ARTICLE IX  
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to

the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Matthew Robert Marshall	7001 Lake Ellenor Drive, Suite 200 Orlando, Florida 32809
Tony Martin	7001 Lake Ellenor Drive, Suite 200 Orlando, Florida 32809
Richard Schaffer	200 East Las Olas Boulevard, Suite 1660 Fort Lauderdale, Florida 33301

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than

a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) - (e), F.S., as required by Rule 61B-17.0012, F.A.C.):

- a. Three (3) years after fifty percent (50%) of the Units have been conveyed to purchasers;
- b. Three (3) months after ninety percent (90%) of the Units have been conveyed to purchasers;
- c. When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course or 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. Notwithstanding the foregoing, Developer is entitled to elect at least one (1) member of the Board of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500) units, and two percent (2%), in condominiums with more than five hundred (500) units, of the units in a condominium operated by the Association. Following the time Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned units in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.~~

2. Notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7), provided, however, the number of Directors shall always be an odd number.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

### ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Condominium Assessments against Members to defray the costs of the Condominium Common Expenses.
- B. Using the proceeds of Condominium Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium Property.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium Property.
- E. Making and amending rules and regulations with respect to the Condominium.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Condominium Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes, and terminating such contracts and authorizations. 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 Condominium Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Condominium Assessments which are or may become liens against

the Common Elements of the Condominium and assessing the same against Units within the Condominium, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium Property and to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 of the Act are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and the Act.

**ARTICLE XI  
INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or her or them, as applicable, in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

**ARTICLE XII  
BYLAWS**

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**ARTICLE XIII  
AMENDMENTS**

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such

Amendments and shall be an exhibit to the upon the recording of the declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting their written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgage" (as defined in the Declaration) without its prior written consent.

#### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

- 1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
- 2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

- 1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
- 2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

- 1. Binds the Association; and
- 2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 200 East Las Olas Boulevard, Suite 1660, Fort Lauderdale, Florida 33301, and the initial registered agent of the Association at that address shall be Marcy H. Kammerman, Esquire.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 7<sup>th</sup> day

of *April* 2005.

  
\_\_\_\_\_  
Sandra E. Krumbein, Esquire, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Georgetown at Celebration Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
\_\_\_\_\_  
Marcy H. Kammerman, Esquire  
Registered Agent

COPY

**BYLAWS  
OF  
GEORGETOWN AT CELEBRATION CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws of GEORGETOWN AT CELEBRATION CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Georgetown at Celebration, a Condominium, as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

**Section 2. Definitions**

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Hillsborough County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Condominium Documents shall be deemed to include any amendment to any such document as set forth therein.

**Section 3. Membership; Members' Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

3.2. The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English

language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Owner for that purpose. Proof of such notice shall be given by affidavit of the person who mailed, hand delivered or electronically transmitted such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and shall include an agenda. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members 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 system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and 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 agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting

Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members provided a quorum of the Members submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a thirty percent (30%) of the entire Membership. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of twenty percent (20%) of the Voting Interests of Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

#### Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112 (2)(b)5, F.S.

4.8. Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at

least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of a meeting where nonemergency Special Assessments or amendments to rules regarding Unit use will be considered shall be mailed, hand delivered or electronically transmitted to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board 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 system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and 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 agenda. Proof of such notice shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. 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 he or she 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. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

**Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees**

5.1. A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations, shall be as follows:

**5.1.1. First Offense (1st Notice)**

When the Association becomes aware of noncompliance of a rule or regulation by a Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

**5.1.2. Second Offense (2nd Notice)**

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

**5.1.3. Third Offense (3rd Notice)**

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

**5.1.4. Fourth Offense**

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

## 5.2. Exemptions and Hearings

5.2.1 Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

5.2.2 Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

5.3. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Condominium Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable

requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

#### 5.5. Written Inquiries by Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

#### Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer.

The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of the Condominium Property.

## Section 7. Accounting Records; Fiscal Management

### 7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times. The Association may charge Owners, owners of first mortgages on Units or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within five (5) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a monthly statement of the account for each Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act, provided, however, the requirement for audited financial statements may be waived pursuant to said Section. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

## 7.2. Budget

(a) The Board shall adopt a Budget for the Condominium Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium.

(c) Unless waived by the Members, the Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of the Members at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Reserve funds and any interest accruing thereon shall remain in the reserve account(s), and be used only for authorized reserve expenditures, unless their use for other purposes is approved

in advance by a majority of the applicable Voting Interests voting in person or by Limited Proxy at a duly called meeting of the Association.

(e) Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Condominium Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Condominium Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Condominium Common Expenses or Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida

Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

- (1) Reserves for repair or replacement of any portion of the Condominium Property;
- (2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
- (3) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty-one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Units, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days after the adoption of the Budget by the Board at the Budget Meeting. At said special meeting, the Members shall consider and enact a Budget of Condominium Common Expenses. The adoption of the revisions to the Budget of Condominium Common Expenses shall require approval of not less than a majority of Voting Interests. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Condominium Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Condominium Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose a Assessment pursuant to a Budget for Condominium Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

#### 7.4. Allocation of Condominium Common Expenses

(a) The Condominium Common Expenses shall be apportioned to each Owner based upon his share of Condominium Common Expenses, as provided in the Declaration.

(b) Notwithstanding the allocation to each Unit of its share of Condominium Common Expenses, an Owner shall also be liable for any Special Assessments levied by the Board against his/her Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Condominium Common Expenses from an Owner in the manner set forth in the Condominium Documents.

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

#### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

#### Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended only by the affirmative vote of not less than a majority of the total votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed

amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Unit in the Condominium, the validity of such mortgage or any of the rights of Developer.

#### Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

#### Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

#### Section 13. Arbitration

Pursuant to Section 718.1255 of the Act, mandatory nonbonding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

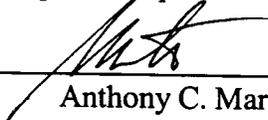
#### Section 14. Certificate of Compliance

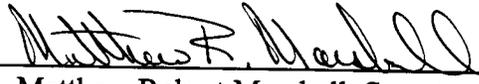
A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 15. Recall of Board Members

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

GEORGETOWN AT CELEBRATION  
CONDOMINIUM ASSOCIATION, INC., a Florida  
not-for-profit corporation

By:   
Anthony C. Martin, President

Attest:   
Matthew Robert Marshall, Secretary

(CORPORATE SEAL)

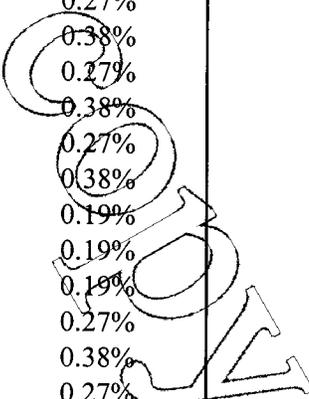
COPY

EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GEORGETOWN AT CELEBRATION, A CONDOMINIUM  
Percentage of Ownership in Common Elements

COPY

Unit #	Unit Type	Percentage of Ownership in Common Elements
1241	C2	0.46%
1243	C2b	0.46%
1245	C2b	0.46%
1247	C2	0.46%
2101	B1ab	0.27%
2102	C3	0.38%
2103	B1a	0.27%
2104	C3	0.38%
2201	B1	0.27%
2202	C3	0.38%
2203	B1	0.27%
2204	C3	0.38%
2301	B1	0.27%
2302	C3	0.38%
2303	B1	0.27%
2304	C3	0.38%
3101	B1a	0.27%
3102	C3	0.38%
3103	B1a	0.27%
3104	C3	0.38%
3201	B1	0.27%
3202	C3	0.38%
3203	B1	0.27%
3204	C3	0.38%
3301	B1	0.27%
3302	C3	0.38%
3303	B1	0.27%
3304	C3	0.38%
4101	B2a	0.31%
4102	B2	0.31%
4104	B4	0.31%
4105	B2a	0.31%
4106	B2	0.31%
4201	B2	0.31%
4202	B2	0.31%
4203	B4	0.31%
4204	B4	0.31%
4205	B2	0.31%
4206	B2	0.31%
4301	B2	0.31%

Unit #	Unit Type	Percentage of Ownership in Common Elements
4302	B2	0.31%
4303	B4	0.31%
4304	B4	0.31%
4305	B2	0.31%
4306	B2	0.31%
5101	B1a	0.27%
5102	C3	0.38%
5103	B1a	0.27%
5104	C3	0.38%
5201	B1	0.27%
5202	C3	0.38%
5203	B1	0.27%
5204	C3	0.38%
5301	B1	0.27%
5302	C3	0.38%
5303	B1	0.27%
5304	C3	0.38%
6223	A3	0.19%
6225	A3a	0.19%
6227	A3	0.19%
7101	B1a	0.27%
7102	C3	0.38%
7103	B1ab	0.27%
7104	C3	0.38%
7201	B1	0.27%
7202	C3	0.38%
7203	B1	0.27%
7204	C3	0.38%
7301	B1	0.27%
7302	C3	0.38%
7303	B1	0.27%
7304	C3	0.38%
8101	B2a	0.31%
8102	B2	0.31%
8104	B4	0.31%
8105	B2a	0.31%
8106	B2	0.31%
8201	B2	0.31%
8202	B2	0.31%
8203	B4	0.31%
8204	B4	0.31%
8205	B2	0.31%



Unit #	Unit Type	Percentage of Ownership in Common Elements
8206	B2	0.31%
8301	B2	0.31%
8302	B2	0.31%
8303	B4	0.31%
8304	B4	0.31%
8305	B2	0.31%
8306	B2	0.31%
9101	B2bd	0.31%
9102	B2bd	0.31%
9103	A2a	0.22%
9104	A2a	0.22%
9105	A2a	0.22%
9106	B2ac	0.31%
9107	A2a	0.22%
9108	B2bc	0.31%
9109	A2a	0.22%
9110	A2a	0.22%
9111	B2bd	0.31%
9112	B2bd	0.31%
9201	B2be	0.31%
9202	B2bd	0.31%
9203	A2a	0.22%
9204	A2a	0.22%
9205	A2a	0.22%
9206	B2bc	0.31%
9207	A2a	0.22%
9208	B2bc	0.31%
9209	A2a	0.22%
9210	A2a	0.22%
9211	B2be	0.31%
9212	B2bd	0.31%
9301	B2bd	0.31%
9302	B2be	0.31%
9303	A2a	0.22%
9304	A2a	0.22%
9305	A2a	0.22%
9306	B2bc	0.31%
9307	A2a	0.22%
9308	B2bc	0.31%
9309	A2a	0.22%
9310	A2a	0.22%
9311	B2bd	0.31%

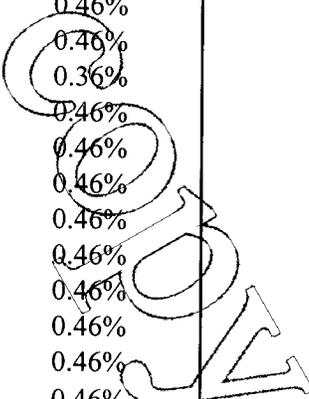
Unit #	Unit Type	Percentage of Ownership in Common Elements
9312	B2be	0.31%
10101	B1a	0.27%
10102	C3	0.33%
10103	B1ab	0.27%
10104	C3	0.33%
10201	B1	0.27%
10202	C3	0.33%
10203	B1	0.27%
10204	C3	0.33%
10301	B1	0.27%
10302	C3	0.38%
10303	B1	0.27%
10304	C3	0.38%
11101	B1ab	0.27%
11102	C3	0.38%
11103	B1a	0.27%
11104	C3	0.38%
11201	B1	0.27%
11202	C3	0.38%
11203	B1	0.27%
11204	C3	0.38%
11301	B1	0.27%
11302	C3	0.38%
11303	B1	0.27%
11304	C3	0.38%
12101	D1	0.46%
12102	C1	0.36%
12103	C1bc	0.36%
12104	C1bc	0.36%
12107	A2	0.24%
12108	A2	0.24%
12109	A1	0.21%
12110	A1	0.21%
12111	A1	0.21%
12112	A1	0.21%
12113	A2	0.24%
12114	A2	0.24%
12115	D1	0.46%
12116	C1	0.36%
12201	D1	0.46%
12202	C1	0.36%
12203	C1bc	0.36%

Unit #	Unit Type	Percentage of Ownership in Common Elements
12204	C1bc	0.36%
12206	A1a	0.19%
12207	A2	0.24%
12208	A2	0.24%
12209	A1	0.21%
12210	A1	0.21%
12211	A1	0.21%
12212	A1	0.21%
12213	A2	0.24%
12214	A2	0.24%
12215	D1	0.46%
12216	C1	0.36%
12303	C1ac	0.36%
12304	C1ac	0.36%
12307	A2	0.24%
12308	A2	0.24%
12309	A1	0.21%
12310	A1	0.21%
12311	A1	0.21%
12312	A1	0.21%
12313	A2	0.24%
12314	A2	0.24%
13230	A3	0.19%
13232	A3a	0.19%
13234	A3	0.19%
14236	A3	0.19%
14238	A3a	0.19%
14240	A3	0.19%
15231	C2	0.46%
15233	B3	0.36%
15235	C2	0.46%
16237	C2	0.46%
16239	B3	0.36%
16241	C2	0.46%
17236	C2c	0.46%
17238	B3	0.36%
17240	C2	0.46%
18242	C2	0.46%
18244	B3	0.36%
18246	C2	0.46%
19248	C2	0.46%
19250	B3	0.36%

Unit #	Unit Type	Percentage of Ownership in Common Elements
19252	C2c	0.46%
20101	D1	0.46%
20102	C1	0.36%
20103	C1bc	0.36%
20104	C1bc	0.36%
20107	A2	0.24%
20108	A2	0.24%
20109	A1	0.21%
20110	A1	0.21%
20111	A1	0.21%
20112	A1	0.21%
20113	A2	0.24%
20114	A2	0.24%
20115	D1	0.46%
20116	C1	0.36%
20201	D1	0.46%
20202	C1	0.36%
20203	C1bc	0.36%
20204	C1bc	0.36%
20206	A1a	0.19%
20207	A2	0.24%
20208	A2	0.24%
20209	A1	0.21%
20210	A1	0.21%
20211	A1	0.21%
20212	A1	0.21%
20213	A2	0.24%
20214	A2	0.24%
20215	D1	0.46%
20216	C1	0.36%
20303	C1ac	0.36%
20304	C1ac	0.36%
20307	A2	0.24%
20308	A2	0.24%
20309	A1	0.21%
20310	A1	0.21%
20311	A1	0.21%
20312	A1	0.21%
20313	A2	0.24%
20314	A2	0.24%
21302	C2c	0.46%
21304	C2b	0.46%

Unit #	Unit Type	Percentage of Ownership in Common Elements
21306	C2b	0.46%
21308	C2a	0.46%
22310	C2a	0.46%
22312	B3	0.36%
22314	C2c	0.46%
23260	C2a	0.46%
23262	C2b	0.46%
23264	C2b	0.46%
23266	C2a	0.46%
24268	C2	0.46%
24270	B3	0.36%
24272	C2	0.46%
25274	C2	0.46%
25276	B3	0.36%
25278	C2	0.46%
26275	A3	0.19%
26277	A3a	0.19%
26279	A3	0.19%
27101	C1	0.36%
27102	D1	0.67%
27103	C1bc	0.36%
27104	C1bc	0.36%
27107	A2	0.24%
27108	A2	0.24%
27109	A1b	0.21%
27110	A1b	0.21%
27111	A2	0.24%
27112	A2	0.24%
27113	D1	0.46%
27114	C1	0.36%
27201	C1	0.36%
27202	D1	0.46%
27203	C1bc	0.36%
27204	C1bc	0.36%
27206	A1a	0.19%
27207	A2	0.24%
27208	A2	0.24%
27209	A1b	0.21%
27210	A1b	0.21%
27211	A2	0.24%
27212	A2	0.24%
27213	D1	0.46%

Unit #	Unit Type	Percentage of Ownership in Common Elements
27214	C1	0.36%
27303	C1ac	0.36%
27304	C1ac	0.36%
27307	A2	0.24%
27308	A2	0.24%
27309	A1	0.21%
27310	A1b	0.21%
27311	A2	0.24%
27312	A2	0.24%
28280	C2	0.46%
28282	B3	0.36%
28284	C2	0.46%
29310	C2	0.46%
29312	B3	0.36%
29314	C2	0.46%
30263	C2	0.46%
30265	C2b	0.46%
30267	C2b	0.46%
30269	C2c	0.46%
31255	C2c	0.46%
31257	C2b	0.46%
31259	C2b	0.46%
31261	C2	0.46%
<b>Total</b>		<b>100.00%</b>



CONSENT OF MORTGAGEE

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Mortgagee"), the owner and holder of that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded in Official Records Book 2688, at Page 959; Assignment of Rents and Leases recorded in Official Records Book 2688, at Page 982; and UCC-1 Financing Statement recorded in Official Records Book 2687, at Page 2310, all of the Public Records of Osceola County, Florida (collectively, the "Mortgage"), which Mortgage encumbers the "Land," as defined in the Declaration of Condominium of Georgetown at Celebration, a Condominium to be recorded in the Public Records of Osceola County, Florida ("Declaration"), does hereby consent to the recording of, and subordinates its interest under the aforesaid Mortgage to, the Declaration.

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 Georgetown at Celebration, a Condominium (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. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth the Declaration, Mortgage or other security instruments encumbering the Land.

IN WITNESS WHEREOF, Mortgagee has caused this Consent of Mortgagee to be executed this 25<sup>th</sup> day of April, 2005.

Signed, sealed and delivered in the presence of :

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

[Signature]  
Print Name: Jacqueline Henry  
(Attest)  
Print Name: Peter J Guilfo

[Signature]  
By: [Signature]  
Print Name: Steve Nurdyke  
Its: Sr. Asset Manager

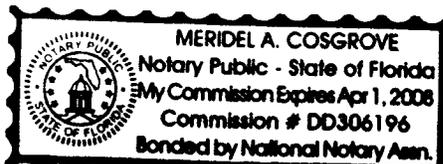
STATE OF Florida )  
COUNTY OF Balm Beach ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steve Nurdyke, the Sr. Asset Mgr. of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of April, 2005.

Meridel A. Cosgrove  
Notary Public State of Florida at Large  
Meridel A. Cosgrove  
Typed, printed or stamped name of Notary Public

My Commission Expires:





generated on 4/6/2005 11:33:08 AM (EST)

CL 2005112409

OR 2778/1686

**Tax Record**

Last Update: 4/6/2005 11:33:08 AM EST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>		<b>Tax Type</b>	<b>Tax Year</b>
R072528-2808TRAC0420		Real Estate	2004
<b>Mailing Address</b>		<b>Physical Address</b>	
GABLES REALTY LTD PARTNERSHIP		UNK	
2925 BRIARPARK STE 1220 HOUSTON, TX 77042			
<b>Assessed Value</b>	<b>Exempt Amount</b>	<b>Taxable Value</b>	
\$130.00	\$0.00	\$130.00	
<b>Exemption Detail</b>		<b>Millage Rate</b>	
NO EXEMPTIONS		300 16.37140	
<b>Legal Description</b>			
CELEBRATION NORTH VILLAGE UNIT 6 PB 9 PG 195-200 TRACT 42			
<b>Tax Districts Detail</b>			
<b>Code</b>	<b>Description</b>	<b>Additional Exemptions</b>	<b>Amount</b>
C CO	COUNTY OF OSCEOLA	\$0.00	\$0.78
CEMS	MSTU - EMERGENCY MEDICAL SRVC	\$0.00	\$0.09
SSSL	OSCEOLA SCHOOL-STATE LAW	\$0.00	\$0.72
SSLB	OSCEOLA SCHOOL-LOCAL BOARD	\$0.00	\$0.35
WSFL	S FLA WATER MANAGEMENT DIST	\$0.00	\$0.08
WSFE	SFWM D EVERGLADES CONST	\$0.00	\$0.01
SSDL	OSCEOLA SCHOOL-VOTED DEBT SERV	\$0.00	\$0.04
CLIB	COUNTY OF OSCEOLA LIBRARY	\$0.00	\$0.07
X VR	F/R VACANT LAND	\$0.00	\$0.00
		<b>Total Gross</b>	\$2.14
		<b>Discount</b>	
		<b>Total</b>	\$2.05
<b>If Paid By</b>		<b>Amount Due</b>	
		\$0.00	

<b>Date Paid</b>	<b>Transaction</b>	<b>Receipt</b>	<b>Amount Paid</b>
11/23/2004	PAYMENT	2701504.0001	\$2.05

<b>Prior Year Taxes Due</b>
NO DELINQUENT TAXES

generated on 4/6/2005 11:35:31 AM (EST)

**Tax Record**

CL 2005112409

OR 2778/1687

Last Update: 4/6/2005 11:35:30 AM EST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>		<b>Tax Type</b>	<b>Tax Year</b>
R072528-2808TRAC0850		Real Estate	2004
<b>Mailing Address</b>		<b>Physical Address</b>	
GABLES REALTY LTD PARTNERSHIP		UNK	
2925 BRIARPARK STE 1220 HOUSTON, TX 77042			
<b>Assessed Value</b>	<b>Exempt Amount</b>	<b>Taxable Value</b>	
\$200.00	\$0.00	\$200.00	
<b>Exemption Detail</b>		<b>Millage Rate</b>	
NO EXEMPTIONS		300 16.37140	
<b>Legal Description</b>			
CELEBRATION NORTH VILLAGE UNIT 6 PB 9 PG 195-200 TRACT 85			
<b>Tax Districts Detail</b>			
<b>Code</b>	<b>Description</b>	<b>Additional Exemptions</b>	<b>Amount</b>
C CO	COUNTY OF OSCEOLA	\$0.00	\$1.20
CEMS	MSTU - EMERGENCY MEDICAL SRVC	\$0.00	\$0.13
SSSL	OSCEOLA SCHOOL-STATE LAW	\$0.00	\$1.11
SSLB	OSCEOLA SCHOOL-LOCAL BOARD	\$0.00	\$0.54
WSFL	S FLA WATER MANAGEMENT DIST	\$0.00	\$0.12
WSFE	SFWMMD EVERGLADES CONST	\$0.00	\$0.02
SSDL	OSCEOLA SCHOOL-VOTED DEBT SERV	\$0.00	\$0.06
CLIB	COUNTY OF OSCEOLA LIBRARY	\$0.00	\$0.10
X VR	F/R VACANT LAND	\$0.00	\$0.00
		<b>Total Gross</b>	\$3.28
		<b>Discount</b>	(\$0.13)
		<b>Total</b>	\$3.15
<b>If Paid By</b>		<b>Amount Due</b>	
		\$0.00	

<b>Date Paid</b>	<b>Transaction</b>	<b>Receipt</b>	<b>Amount Paid</b>
11/23/2004	PAYMENT	2701503.0001	\$3.15

<b>Prior Year Taxes Due</b>	
NO DELINQUENT TAXES	

generated on 4/6/2005 11:36:53 AM (EST)

**Tax Record**

CL 2005112409

OR 2778/1688

Last Update: 4/6/2005 11:36:53 AM EST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>		<b>Tax Type</b>	<b>Tax Year</b>
R072528-2808TRAC0860		Real Estate	2004
<b>Mailing Address</b>		<b>Physical Address</b>	
GABLES REALTY LTD PARTNERSHIP		UNK	
2925 BRIARPARK STE 1220 HOUSTON, TX 77042		TAXES LESS THAN \$1.00	
<b>Assessed Value</b>	<b>Exempt Amount</b>	<b>Taxable Value</b>	
\$42.00	\$0.00	\$42.00	
<b>Exemption Detail</b>		<b>Millage Rate</b>	
NO EXEMPTIONS		300 16.37140	
<b>Legal Description</b>			
CELEBRATION NORTH VILLAGE UNIT 6 PB 9 PG 195-200 TRACT 86			
<b>Tax Districts Detail</b>			
<b>Code</b>	<b>Description</b>	<b>Additional Exemptions</b>	<b>Amount</b>
C CO	COUNTY OF OSCEOLA	\$0.00	\$0.00
CEMS	MSTU - EMERGENCY MEDICAL SRVC	\$0.00	\$0.00
SSSL	OSCEOLA SCHOOL-STATE LAW	\$0.00	\$0.00
SSLB	OSCEOLA SCHOOL-LOCAL BOARD	\$0.00	\$0.00
WSFL	S FLA WATER MANAGEMENT DIST	\$0.00	\$0.00
WSFE	SFWM D EVERGLADES CONST	\$0.00	\$0.00
SSDL	OSCEOLA SCHOOL-VOTED DEBT SERV	\$0.00	\$0.00
CLIB	COUNTY OF OSCEOLA LIBRARY	\$0.00	\$0.00
X VR	F/R VACANT LAND	\$0.00	\$0.00
		<b>Total Gross</b>	<b>\$0.00</b>
<b>If Paid By</b>		<b>Amount Due</b>	
		<b>\$0.00</b>	
<b>Prior Year Taxes Due</b>			
NO DELINQUENT TAXES			

generated on 4/6/2005 11:38:27 AM (EST)

CL 2005112409

OR 2778/1689

**Tax Record**

Last Update: 4/6/2005 11:38:27 AM EST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b> R072528-280800013310	<b>Tax Type</b> Real Estate	<b>Tax Year</b> 2004	
<b>Mailing Address</b> GABLES REALTY LTD PARTNERSHIP 2925 BRIARPARK STE 1220 HOUSTON, TX 77042			
<b>Physical Address</b> 300 GRAND MAGNOLIA AVE			
<b>Assessed Value</b> \$23,493,229.00	<b>Exempt Amount</b> \$0.00	<b>Taxable Value</b> \$23,493,229.00	
<b>Exemption Detail</b> NO EXEMPTIONS <b>Legal Description</b> CELEBRATION NORTH VILLAGE UNIT 6 PB 9 PG 195-200 LOT 331			
<b>Millage Rate</b> 300 16.37140			
<b>Tax Districts Detail</b>			
<b>Code</b>	<b>Description</b>	<b>Additional Exemptions</b>	<b>Amount</b>
C CO	COUNTY OF OSCEOLA	\$0.00	\$140,830.17
CEMS	MSTU - EMERGENCY MEDICAL SRVC	\$0.00	\$15,644.14
SSSL	OSCEOLA SCHOOL-STATE LAW	\$0.00	\$130,152.49
SSLB	OSCEOLA SCHOOL-LOCAL BOARD	\$0.00	\$63,173.29
WSFL	S FLA WATER MANAGEMENT DIST	\$0.00	\$14,025.46
WSFE	SFWM D EVERGLADES CONST	\$0.00	\$2,349.32
SSDL	OSCEOLA SCHOOL-VOTED DEBT SERV	\$0.00	\$6,695.57
CLIB	COUNTY OF OSCEOLA LIBRARY	\$0.00	\$11,746.61
XC14	CEL CDD APARTMENTS (NORTH VILL)	\$0.00	\$73,633.00
XAPT	FIRE/RESCUE APT.	\$0.00	\$41,337.45
X IC	F/R IMPROVED COMMERCIAL	\$0.00	\$1,315.02
<b>Total Gross</b>			\$500,902.52
<b>Discount</b>			(\$20,036.10)
<b>Total</b>			\$480,866.42
<b>If Paid By</b>		<b>Amount Due</b>	
		\$0.00	

Date Paid	Transaction	Receipt	Amount Paid
11/23/2004	PAYMENT	2701505.0001	\$480,866.42

<b>Prior Year Taxes Due</b>
NO DELINQUENT TAXES

generated on 4/6/2005 11:37:49 AM (EST)

CL 2005112409

OR 2778/1690

**Tax Record**

Last Update: 4/6/2005 11:37:49 AM EST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>		<b>Tax Type</b>	<b>Tax Year</b>
R072528-280800013325		Real Estate	2004
<b>Mailing Address</b>		<b>Physical Address</b>	
GABLES REALTY LTD PARTNERSHIP		CELEBRATION BLVD	
2925 BRIARPARK STE 1220		HOUSTON, TX 77042	
<b>Assessed Value</b>		<b>Exempt Amount</b>	<b>Taxable Value</b>
\$1.00		\$0.00	\$1.00
<b>Exemption Detail</b>		<b>Millage Rate</b>	
NO EXEMPTIONS		300 16.37140	
<b>Legal Description</b>			
CELEBRATION NORTH VILLAGE UNIT 6 PB 9 PG 195-200 8/25/28 BEG AT SE COR OF LOT 332, SWLY ALONG ARC OF CURVE, HAVING 2,070 FT RADIUS, CENT ANGLE OF 10 DEG, CHORD BEARING S 40 DEG W, 390.25 FT, S 34 DEG W 3.29 FT TO PT OF CURVATURE OF CURVE CONCAVE NWLY, SWLY ALONG ARC OF CURVE, HAVING 445.79 FT RADIUS, CENT ANGLE OF 36 DEG, 284.65 FT, N 168.99 FT, N 49 DEG W 61.75 FT, N 47 DEG W 118.95 FT TO PT ON NLY BOUNDARY OF LOT 332, N 64 DEG E 10.94 FT, N 40 DEG E 52.02 FT, N 46 DEG E 24.51 FT, N 7 DEG E 29.25 FT, N 44 DEG E 27.97 FT, N 16 DEG E 35.56 FT, N 10 DEG W 54.52 FT, N 32 DEG W 7.58 FT, N 76 DEG E 26.48 FT, N 88 DEG E 76.19 FT TO NON-TANGENT CURVE CONCAVE NELY, SELY ALONG ARC OF CURVE, HAVING 25 FT RADIUS, CENT ANGLE OF 51 DEG, CHORD BEARING S 25 DEG E 22.59 FT, S 51 DEG E 87.36 FT TO PT OF CURVATURE OF CURVE CONCAVE NELY, SELY ALONG ARC OF CURVE, HAVING 25 FT RADIUS, CENT ANGLE OF 22 DEG, 9.78 FT, S 74 DEG E 59.98 FT TO PT OF CURVATURE OF CURVE CONCAVE NLY, ELY ALONG CURVE, HAVING 25 FT RADIUS, CENT ANGLE OF 56 DEG, 24.41 FT, N 50 DEG E 27.88 FT TO PT OF CURVATURE OF CURVE CONCAVE NWLY, NELY ALONG ARC OF CURVE, HAVING 25 FT RADIUS, CENT ANGLE OF 38 DEG, 16.56 FT, N 12 DEG E 72/72 FT TO PT OF CURVATURE OF CURVE CONCAVE WLY, NLY ALONG CURVE, HAVING 25 FT RADIUS, CENT ANGLE OF 44 DEG, 19.12 FT, N 32 DEG W 60.25 FT, N 54 DEG E 104.78 FT, S 43 DEG E 240.18 FT TO POB.			
<b>Tax Districts Detail</b>			
<b>Code</b>	<b>Description</b>	<b>Additional Exemptions</b>	<b>Amount</b>
C CO	COUNTY OF OSCEOLA	\$0.00	\$0.01
CEMS	MSTU - EMERGENCY MEDICAL SRVC	\$0.00	\$0.00
SSSL	OSCEOLA SCHOOL-STATE LAW	\$0.00	\$0.01
SSLB	OSCEOLA SCHOOL-LOCAL BOARD	\$0.00	\$0.00
WSFL	S FLA WATER MANAGEMENT DIST	\$0.00	\$0.00
WSFE	SFWMMD EVERGLADES CONST	\$0.00	\$0.00
SSDL	OSCEOLA SCHOOL-VOTED DEBT SERV	\$0.00	\$0.00
CLIB	COUNTY OF OSCEOLA LIBRARY	\$0.00	\$0.00
XC14	CEL CDD APARTMENTS (NORTH VILL)	\$0.00	\$74,102.00
XXCC	FIRE/RESCUE COMMON AREA-EXEMPT	\$0.00	\$0.00

		Total Gross	\$74,102.02
		Discount	(\$2,964.08)
		Total	\$71,137.94
<b>If Paid By</b>		<b>Amount Due</b>	
		\$0.00	

Date Paid	Transaction	Receipt	Amount Paid
11/23/2004	PAYMENT	2701506.0001	\$71,137.94

Prior Year Taxes Due
NO DELINQUENT TAXES

CL 2005112409

OR 2778/1691

COPY

***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/](http://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/](http://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!!**