

LARRY WHALEY 148P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

Return to: (enclose self-addressed stamped envelope)

Name: JoAnn Levy

Address: 1690 S. Congress Ave., Suite 200  
Delray Beach FL 33445

CL 2001164099 OR 1954/1603  
MMH Date 11/07/2001 Time 12:16:59

This Instrument Prepared by:

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DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM

ORIOLE HOMES CORP., a Florida corporation ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 1690 South Congress Avenue, Delray Beach, Florida 33445, hereby makes this Declaration of Condominium of The Terraces at Celebration, a Condominium ("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 "Phase 1" (hereinafter referred to as the "Initial Phase") to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Condominium 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:

THE TERRACES AT CELEBRATION, A CONDOMINIUM

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof. The legal description of the portion of the Land

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("Initial Phase Land") constituting "Phase 1" of the Condominium Property is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-4, attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Condominium 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 (1976), as amended through the date of recording this Condominium Declaration amongst the Public Records of the County.

4.2. "Assessments" means the assessments for which all Dwelling Unit Owners are obligated to the Condominium Association pursuant to the Act, as well as common law assessments which are created by this Condominium Declaration and are covenants running with the land, and include:

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

4.2.2. "Condominium Special Assessments," which include any Assessments levied by the Condominium Board in addition to the Annual Assessment and are more particularly described in Paragraph 22.2 herein.

4.3. "Association" means Celebration Residential Owners Association, Inc., a Florida corporation not for profit, organized to administer the residential properties within Celebration pursuant to the Declaration and having among its members the Dwelling Unit Owners and all other owners of residential property within Celebration.

4.4. "Building" means a structure within the Condominium Property in which Dwelling Units are located.

4.5. "By-Laws" means the By-Laws of the Association.

4.6. "CDD" or "District" means the uniform community development district known as "Celebration Community Development District," which has the power to impose taxes or assessments, or both taxes and assessments, on the Condominium Property through a special taxing district. These taxes and assessments pay the construction, operation and maintenance costs of certain infrastructure and public facilities of the District and are set annually by the governing board of the District. Taxes and assessments of Celebration Community Development District will constitute a lien upon all Dwelling Units, and are in addition to County and all other taxes and assessments provided for by law. Each Dwelling Unit Owner shall be responsible for outstanding and future bond issue amounts as levied by the governing board of the District.

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 Dwelling Units;

4.8.2. Easements through the Dwelling Units for conduits, ducts, plumbing, wiring and other facilities and equipment for furnishing of utility services to Dwelling Units and the Common Elements;

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

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

4.8.5. A 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 Condominium 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.

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

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

4.12. "Condominium Association" means The Terraces at Celebration Condominium Association, Inc., a Florida corporation not for profit, responsible for operating The Terraces at Celebration, a Condominium or any other condominium(s) which may be created in The Terraces at Celebration.

4.13. "Condominium Board" means the Board of Directors of the Condominium Association.

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

4.15. "Condominium Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Condominium Association as defined in the Act and as described in the Condominium Documents and include:

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

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

4.16. "Condominium Declaration" means this document and any and all amendments hereto.

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

4.18. "Condominium Member" means a member of the Condominium Association.

4.19. "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 Dwelling Units, and all Common Elements. The easements described and set forth within the Condominium 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 and/or the Condominium Association to provide a utility or telecommunications service and/or equipment, nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer, its successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Condominium Declaration.

4.20. "County" means Osceola County, Florida.

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

4.22. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties recorded in Official Records Book 1298, Page 1889, of the Public Records and all amendments and supplements thereto. 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 Declaration) are applicable to all owners of residential property within Celebration, including the Dwelling Unit Owners.

4.23. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Condominium Declaration. A Dwelling Unit Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Dwelling Unit 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.

4.24. "Dwelling 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.

4.25. "Dwelling Unit Owner" or "Owner of a (or: the, or: any) Dwelling Unit" or such similar term means "unit owner" as defined in the Act, and is the owner of a Dwelling Unit.

4.26. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Dwelling 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 Dwelling 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 Condominium Board shall hereafter designate as such in writing which has acquired a mortgage upon a Dwelling Unit; or (vii) Developer, its successors and assigns.

4.27. "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.

4.28. "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.

4.29. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Dwelling Units to the exclusion of other Dwelling Units as more particularly described in Paragraph 6.2 hereof.

4.30. "Listed Mortgage" means the holder, insurer, or guarantor of a mortgage encumbering a Dwelling Unit of which the Condominium Association has been notified pursuant to Paragraph 31.3 herein.

4.31. "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Condominium Declaration or an amendment hereto.

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

4.33. "South Village Declaration" means the Declaration of Covenants, Conditions, Restrictions and Obligations for South Village Condominium Development, as recorded in Official Records Book 1659, Page 1558, of the Public Records of Osceola County, Florida. Declarant sets forth restrictions and obligations there with respect to that portion of Celebration known herein as the Land or The Terraces at Celebration.

4.34. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 2 through 4, inclusive.

4.35. "The Terraces at Celebration" means a portion of the "Properties" (as defined in the Declaration) within Celebration, more particularly described on Exhibit A hereto, upon which Developer intends to develop the Condominium. The "Initial Phase," as hereinafter defined, shall be the portion of The Terraces at Celebration upon which the Developer shall initially develop the Condominium. Developer intends to develop Subsequent Phases of the Condominium upon other portions of The Terraces at Celebration. Developer has also reserved the right to develop additional condominiums within The Terraces at Celebration.

4.36. "The Terraces at Celebration, a Condominium" means the condominium in The Terraces at Celebration which is the subject of this Condominium Declaration.

4.37. "The Terraces at Celebration Condominium(s)" means the condominium or condominiums in The Terraces at Celebration which are subject to a declaration(s) of condominium, including, but not limited to, The Terraces at Celebration, a Condominium.

5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE:

5.1. Description of Improvements - Initial Phase

The portion of the Land and improvements (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story Building which contains twenty-two (22) Dwelling Units, each of which is designated by a one-digit number (representing the Phase) followed by a hyphen and a three-digit number (representing the Dwelling Unit location) and is so referred to herein and in the Exhibits hereto. The first digit of the three-digit number refers to the floor on which the Dwelling Unit is located and the following two (2) digits identify the Dwelling Units, which are consecutively numbered as to each floor (e.g., 1-201 for the first second floor Dwelling Unit in the Initial Phase [Phase 1]). No Dwelling Unit bears the same designation as any other Dwelling Unit in the Condominium.

5.2. Initial Phase Survey

Annexed hereto as Exhibit B-1 and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, a graphic description of the improvements in which the Dwelling Unit and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Dwelling Unit, its relative location and its approximate dimensions. There is attached to the Initial Phase 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.

5.3 Limited Common Elements

5.3.1. Entryways. Each area shown on the Initial Phase Survey as "Entryway" shall be a "Limited Common Element" reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Entryway shall be maintained by the Dwelling Unit Owner thereof. The Dwelling Unit Owner shall be responsible for cleaning the Entryway and for any repairs necessitated by damage caused by such Dwelling Unit Owner. In the event a repair related to the construction of the Entryway is required, the Condominium Association shall be responsible for such repair. If the Owner of the Dwelling Unit installs a covering on the surface of the Entryway, including, but not limited to, brick pavers, then the covering shall remain the property of such Dwelling Unit Owner and the Condominium Association shall not be responsible for any repair to the Entryway or such property.

5.3.2. A/C Land. The portion of the Land ("A/C Land") in the Initial Phase upon which is situated all air conditioning equipment serving a Dwelling Unit, including the compressors located adjacent to the Building in which the Dwelling Unit is located and the coolant lines between such compressors and the Dwelling Unit, shall be a Limited Common Element for the exclusive use of the Dwelling Unit served thereby. The air conditioning equipment itself shall be owned,

maintained, repaired and replaced by each Dwelling Unit Owner whose Dwelling Unit is served thereby.

5.3.3. **Balconies and Terraces.** Each area shown as a "Balcony" or "Terrace" on the Initial Phase Survey shall be a Limited Common Element reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Balcony or Terrace shall be maintained by the Dwelling Unit Owner. The Owner of the Dwelling Unit shall be responsible for cleaning the Balcony or Terrace, and for any repairs necessitated by damage caused by such Dwelling Unit Owner. In the event a repair related to the construction of the Balcony or Terrace is required, the Condominium Association shall be responsible for such repair. If the Owner of the Dwelling Unit installs a covering on the surface of the Balcony or Terrace, such as but not limited to tile, then the covering shall remain the personal property of such Dwelling Unit Owner and the Condominium Association shall not be responsible for any damage to such personal property in connection with any repair to the Balcony or Terrace.

5.3.4. **Walkways.** Each area shown on the Initial Phase Survey as "Walkway" shall be a Limited Common Element reserved for the exclusive use of the Owners of the Dwelling Units served thereby and shall be maintained by the Condominium Association, which shall be responsible for cleaning the Walkway and for any repairs.

## 6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

### 6.1. Subsequent Phases

6.1.1. **Condominium Property.** Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases.

6.1.2. **Subsequent Phase Surveys.** Annexed hereto as Exhibits B-2 through B-4 are the surveys, plot plans and graphic descriptions of improvements for Phases 2 through 4, respectively ("Phase 2 Survey," "Phase 3 Survey" and "Phase 4 Survey"). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 2 Survey, Phase 3 Survey or Phase 4 Survey (collectively, the "Subsequent Phase Surveys").

6.1.3. **Minimums and Maximums.** While at the time of recordation of this Declaration Developer plans to include the number of Dwelling Units in each Subsequent Phase intended to contain Dwelling Units as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Dwelling Units which Developer

reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>Phases</u>	<u>Developer's Plans (for each Phase)</u>	<u>Minimum Number of Dwelling Units in each Phase</u>	<u>Maximum Number of Dwelling Units in each Phase</u>
2	38	38	45
3	27	27	32
4	12	12	14

While Developer plans that the general size for each Dwelling Unit in the Offered Condominium will be approximately one thousand forty nine (1,049) air-conditioned square feet to approximately one thousand seven hundred eighty-three (1,783) air-conditioned square feet, Developer reserves the right to include in the Condominium Dwelling Units ranging in size from a minimum of nine hundred (900) square feet to a maximum of two thousand four hundred (2,400) square feet.

6.1.4. Identification of Dwelling Unit. Each Building in any Subsequent Phase containing Dwelling Units, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a Subsequent Phase amendment, shall be identified by a one-digit number (representing the Phase), followed by a hyphen and a three-digit number representing the Dwelling Unit location. The first digit of the three-digit number refers to the floor on which the Dwelling Unit is located and the following two (2) digits identify the Dwelling Units, which are consecutively numbered as to each floor (e.g., 3-302 for the second Dwelling Unit on the third floor of Subsequent Phase 3). No Dwelling Unit in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Dwelling Unit in the Condominium.

## 6.2 Limited Common Elements

6.2.1. Entryways. Each area shown on a Subsequent Phase Survey as "Entryway" shall be a "Limited Common Element" reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Entryway shall be maintained by the Dwelling Unit Owner thereof. The Dwelling Unit Owner shall be responsible for cleaning the Entryway and for any repairs necessitated by damage caused by such Dwelling Unit Owner. In the event a repair related to the construction of the Entryway is required, the Condominium Association shall be responsible for such repair. If the Owner of the Dwelling Unit installs a covering on the surface of the Entryway, including, but not limited to, brick pavers, then the covering shall remain the property of such Dwelling Unit Owner and the Condominium Association shall not be responsible for any repair to the Entryway or such property.

6.2.2. A/C Land. The portion of the Land ("A/C Land") in a Subsequent Phase upon which is situated all air conditioning equipment serving a Dwelling Unit, including the compressors located adjacent to the Building in which the Dwelling Unit is located and the coolant lines between such compressors and the Dwelling Unit, shall be a Limited Common Element for the exclusive use of the Dwelling Unit served thereby. The air conditioning equipment itself shall be owned,

maintained, repaired and replaced by each Dwelling Unit Owner whose Dwelling Unit is served thereby.

6.2.3. Balconies and Terraces. Each area shown as a "Balcony" or "Terrace" on a Subsequent Phase Survey shall be a Limited Common Element reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Balcony or Terrace shall be maintained by the Dwelling Unit Owner. The Owner of the Dwelling Unit shall be responsible for cleaning the Balcony or Terrace, and for any repairs necessitated by damage caused by such Dwelling Owner. In the event a repair related to the construction of the Balcony or Terrace is required, the Condominium Association shall be responsible for such repair. If the Owner of the Dwelling Unit installs a covering on the surface of the Balcony or Terrace, such as but not limited to tile, then the covering shall remain the personal property of such Dwelling Unit Owner and the Condominium Association shall not be responsible for any damage to such personal property in connection with any repair to the Balcony or Terrace.

6.2.4. Walkways. Each area shown on a Subsequent Phase Survey as "Walkway" shall be a Limited Common Element reserved for the exclusive use of the Owner(s) of the Dwelling Unit(s) served thereby and shall be maintained by the Condominium Association, which shall be responsible for cleaning the Walkway and for any repairs.

6.3. Phases 2 through 4

Each of Subsequent Phases 2 through 4, if added to the Condominium Property pursuant to this Condominium Declaration by an amendment hereto, is intended to consist of the real property more particularly described in the Surveys attached hereto for each such Phase and made a part hereof, the improvements of which are intended to include: as to Subsequent Phase 2, one (1) three (3)-story residential Building containing, in addition to the Common Elements therein, thirty-eight (38) Dwelling Units; as to Subsequent Phase 3, one (1) three (3)-story residential Building containing, in addition to the Common Elements therein, twenty-seven (27) Dwelling Units; and, as to Subsequent Phase 4, one (1) two (2)-story residential Building containing, in addition to the Common Elements therein, twelve (12) Dwelling Units. Each Subsequent Phase shall also include Common Elements as shown on the applicable Subsequent Phase Survey. The Subsequent Phase Survey for a particular Subsequent Phase (as revised prior to the recordation of the amendment adding such Subsequent Phase) shall be attached to the amendment adding such Subsequent Phase. Developer shall provide no items of personal property for the Common Elements within these Subsequent Phases. If any such Subsequent Phase is submitted to the Condominium Property pursuant to an amendment, such Subsequent Phase will be substantially complete and the amendment will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

#### 6.4. Changes in Subsequent Phases

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Dwelling Unit in such Phase to a Dwelling Unit Owner. Such an amendment shall not require the execution thereof by the Condominium Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Dwelling Unit Owner, other than Developer, shares the Condominium Common Expenses and the Common Surplus or owns the Common Elements, in which event such Dwelling Unit Owner whose share of Common Elements, Condominium Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Dwelling Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Dwelling Unit Owner as determined by Developer in the reasonable discretion of Developer, in which event such Dwelling Unit Owner and the Institutional Mortgagee of record holding the mortgage on the affected Dwelling Unit must consent thereto in writing or such amendment must be adopted in accordance with Article 29 hereof.

#### 6.5. Addition of Subsequent Phases - No Prescribed Order

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

### 7. PHASE DEVELOPMENT

#### 7.1. Impact of Subsequent Phases on Initial Phase

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Dwelling Unit Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Condominium Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Dwelling Unit Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Condominium Declaration, there will be twenty-two (22) Dwelling Units in the Condominium, each having as an appurtenance thereto one (1) vote in the Condominium Association and an equal one-twenty second (1/22) undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Dwelling Unit in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Condominium Association and an equal undivided share of ownership in the Common Elements based on the total number of Dwelling Units contained in the aggregate of all Phases submitted to condominium ownership as the Condominium Property. If all Subsequent Phases are submitted, as planned, to condominium ownership as Condominium Property pursuant to an amendment or amendments to this Condominium Declaration, the total number of Dwelling Units shall be ninety-nine (99); however, Developer has reserved the right to include a maximum of one hundred thirteen (113) Dwelling Units in the Condominium. The number of Dwelling Units planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Paragraph 6.1.3 hereof.

## 7.2. Withdrawal Notice

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Condominium Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Condominium Declaration, except as to the easements hereinafter set forth, unless and until such Subsequent Phase is added to the Condominium Property by amendment to this Condominium Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to

ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums, which shall be governed by the Condominium Association.

## 8. UNDIVIDED SHARES IN COMMON ELEMENTS

### 8.1. Appurtenance

8.1.1. Ownership of the Common Elements and Membership in the Condominium Association. Each Dwelling Unit shall have as an appurtenance thereto one (1) vote in the Condominium Association and an equal undivided share of ownership in the Common Elements based on a fractional formula, the numerator of which shall be one (1) and the denominator of which at any time shall be the total number of Dwelling Units contained in the aggregate of all Phases submitted to condominium ownership as Condominium Property at such time.

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

### 8.2. 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 Dwelling Unit Owner's share of ownership of the Common Elements.

## 9. VOTING INTERESTS

### 9.1. Voting Interest

The Dwelling Unit Owner or Owners, collectively, of the fee simple title of record for each Dwelling Unit shall have the right to one (1) vote per Dwelling Unit ("Voting Interest") in the Condominium Association, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within The Terraces at Celebration as to the matters on which a vote by the Dwelling Unit Owners is taken as provided in the Condominium Documents and the Act.

### 9.2. Voting by Corporation or Multiple Owners

The Voting Interest of the Owners of any Dwelling 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 Condominium Member") named in a "Voting Certificate" signed by all of the Owners of such Dwelling Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the

Dwelling Unit and filed with the Secretary of the Condominium Association. If a Voting Certificate is not on file, the Voting Interest associated with a Dwelling Unit where the designation of a Voting Condominium Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

### 9.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Dwelling Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Condominium Member. In the event a Voting Certificate designating a Voting Condominium 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 Dwelling 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 Dwelling Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Condominium Association by the other spouse. In the event of prior written notice to the contrary to the Condominium Association by the other spouse, the vote of said Dwelling 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 Dwelling Unit, absent any prior written notice to the contrary to the Condominium 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 Condominium Association or the designation of a different proxy by the other spouse, the vote of said Dwelling Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

### 9.4. 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.

#### 9.5. 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. Limited proxies may be used to fill vacancies caused by recall pursuant to Rule 61 B-23.002(3), F.A.C.

#### 9.6. Eligibility of Directors

In accordance with Section 718.112(2)(d)(1) of the Act, except for Developer-appointed directors, directors of the Condominium Board ("Director[s]") must be Condominium Members or the spouses, parents or children of Condominium Members, except that if a Dwelling 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 Condominium Board.

### 10. PLAN FOR DEVELOPMENT

10.1. Developer is the developer of The Terraces at Celebration, a Condominium, located in the community of Celebration within the County. Declarant is the developer of Celebration. The Terraces at Celebration, a Condominium is one of the sections in Celebration as more particularly described in the Declaration.

10.2. The Condominium is intended to include ninety-nine (99) Dwelling Units and no recreational facilities. Celebration is a mixed-use development containing both residential and non-residential properties, as well as recreational facilities, roadways, preserves and other areas, being the "Common Areas" of Celebration, as described in the Declaration. The Celebration Common Areas will ultimately be conveyed to the Association. All Dwelling Unit Owners in the Condominium have the right to use the Common Areas, as further described in the Declaration.

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

### 11. CONDOMINIUM ASSOCIATION

#### 11.1. Purpose of Condominium Association

The Condominium Association shall be the condominium association responsible for the operation of this Condominium and may operate any other condominium created within The Terraces at Celebration. Each Dwelling Unit Owner shall be a Condominium Member of the Condominium Association as provided in the Condominium Documents. A copy of the Condominium Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Condominium Bylaws are attached hereto as Exhibit D and made a part hereof.

## 11.2. Member Approval of Certain Condominium Association Actions

Notwithstanding anything contained herein to the contrary, the Condominium Association shall be required to obtain the approval of three-fourths (3/4) of all Dwelling Unit Owners (at a duly called meeting of the Dwelling Unit Owners at which a quorum is present) prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Condominium Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Dwelling Unit Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
- (iv) the enforcement of the restrictions on the sale and other transfer of Dwelling Units contained in the Condominium Documents;
- (v) in an emergency where waiting to obtain the approval of the Dwelling Unit Owners creates a substantial risk of irreparable injury to the Condominium Property or the Dwelling Unit Owners, provided, however, in such event the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Dwelling Unit Owners); or
- (vi) filing a compulsory counterclaim.

## 11.3. Conveyance to Condominium Association

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

## 11.4. Conveyance by Condominium Association

The Condominium 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.

### 11.5. The Association for Celebration

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

## 12. EASEMENTS

### 12.1. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this 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, which easement is hereby created in favor of all the Dwelling Unit Owners in the Condominium now or hereafter existing and the owners of any portion of Celebration for their use and for the use 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, telephone and electricity 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. The Condominium 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.

### 12.2. 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 Condominium 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, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Condominium 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. Developer hereby reserves a blanket easement over, under, upon and through the Condominium Property for any purpose whatsoever.

12.3. Easement for Encroachments

12.3.1. 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.

12.3.2. 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 Dwelling Unit and the Dwelling Unit Owners, their family members, guests, invitees and lessees for air space for any balcony or terrace of any Dwelling 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 Dwelling Unit in whose favor such easements exist.

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

13. LIABILITY INSURANCE PROVISIONS

13.1. Public Liability Insurance

The Condominium 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 Condominium 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 Terraces at Celebration, a Condominium excluding the Dwelling 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 Condominium Board shall collect and enforce the payment of a share of the premium for such insurance from each Dwelling Unit 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, legal liability arising out of law suits related to employment contracts of the Condominium Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and such other risks as are customarily covered with respect to developments similar to The Terraces

at Celebration, a Condominium in construction, location and use. All such policies shall name the Condominium 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 Condominium Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Dwelling Unit Owner because of the negligent acts of either the Condominium Association, Developer or any other Dwelling Unit Owner or deny the claim of either Developer or the Condominium Association because of the negligent acts of the other or the negligent acts of a Dwelling Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Dwelling Unit Owners as a group to a Dwelling Unit Owner. Each Dwelling Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Dwelling Unit and, if the Dwelling Unit Owner so determines, for supplementing any insurance purchased by the Condominium Association. Notwithstanding the foregoing, in the event the Condominium Board determines that the cost of public liability insurance is economically unwarranted, the Condominium Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

13.2. Fidelity Insurance

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Condominium Association and the Directors and all others who handle and are responsible for handling funds of the Condominium 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 Condominium Association as an obligee and premiums therefor shall be paid by the Condominium Association; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate Annual Assessments for all Dwelling Units 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 Condominium Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Condominium 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.

13.3. Cancellation Provision

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Condominium Association and to Institutional Mortgagees.

## 14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

### 14.1. Hazard Insurance

Each Dwelling Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Condominium 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 for all insurable property and improvements within the Condominium, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within the Condominium, including personal property owned by the Condominium Association, in and for the interest of the Condominium Association, all Dwelling Unit Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Condominium Board. Additionally, the Condominium Association must provide evidence of such insurance coverage to the Association and the Association must be named as a loss payee in such insurance policy(ies). The Condominium Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. 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 Condominium Board. The Condominium 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 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 in construction, location and use.

### 14.2. Flood Insurance

If determined appropriate by the Condominium Board or if required by any Institutional Mortgagee, the Condominium Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium, if available and at a reasonable premium, under the National Flood Insurance Program or any other government 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 or such commercial underwriter, 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 and other insurable property located in the flood hazard area.

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

The Condominium 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 operated by the Condominium Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Condominium Association and assessed as part of the Annual Assessment. The company (or companies) with which the Condominium Association shall place its insurance coverage, as provided in this Condominium 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 Condominium 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 Dwelling Units within the Condominium ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Condominium 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 Condominium Board and the Lead Mortgagee. Upon written request to the Condominium Association by the Lead Mortgagee, the Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Dwelling Units within the Condominium 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 Condominium Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Dwelling Unit(s), Developer shall have the right, but not the obligation, to require the Condominium Association to designate an Insurance Trustee other than the Condominium Board. Notwithstanding anything in this Declaration to the contrary, the Condominium Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Condominium Association by written notification if it requires the use of an Insurance Trustee other than the Condominium Board. If the use of an Insurance Trustee other than the Condominium 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 Condominium Association within thirty (30) days after notice from the Condominium Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Condominium Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 14.4. 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 Condominium 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 Condominium Association is hereby irrevocably appointed agent for each Dwelling Unit Owner to adjust all claims arising under insurance policies purchased by the Condominium 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 Condominium Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Condominium Board.

#### 14.5. Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Dwelling Unit Owners and/or their respective mortgagees.

#### 14.6. 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 Condominium Association, Dwelling Unit Owners and mortgagees under the following terms:

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

14.6.2. Loss of Fifty Thousand Dollars (\$50,000) or Less to Dwelling Units and Common Elements. In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Dwelling Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Condominium Association. Upon receipt of such proceeds, the Condominium Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Dwelling Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Dwelling Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Condominium Association to repair the damage to the improvements within Dwelling Units, which apportionment shall be made

to each Dwelling Unit in accordance with the proportion of damage sustained to improvements within said Dwelling Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Dwelling Unit and the cost of repair shall be paid by a Condominium Special Assessment levied against all of the Dwelling Units.

14.6.3. Loss in Excess of Fifty Thousand Dollars (\$50,000) to Dwelling Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Elements and/or Dwelling 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 Condominium 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, or upon the collection of the necessary funds that are described in subparagraph 14.6.3 (c) below, 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 Condominium 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 Condominium Association shall negotiate with 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 Condominium Association and the contractor. Subject to the foregoing, the Condominium 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 Dwelling Units contiguous to such damaged Common Elements, the Condominium Board shall hold a special meeting to determine a Condominium Special Assessment against all of the Dwelling Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Condominium Board of the amount of such Condominium Special Assessment, the Condominium Board shall immediately levy such Condominium Special Assessment against the respective Dwelling Units setting forth the date or dates of payment of the same, and any and all funds received from the Dwelling Unit Owners pursuant to such Condominium Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 14.6.3 (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the Dwelling Unit Owners advise the

Condominium Board in writing on or before the date for the first payment thereof that they are opposed to a Condominium Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 7 hereof and shall promptly pay each share of such proceeds to the Dwelling Unit Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Dwelling Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Dwelling Unit Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

14.6.4. *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 Condominium 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 Dwelling Unit Owners in proportion to their contributions by way of a Condominium Special Assessment.

14.6.5. *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 Condominium 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 Condominium Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

14.6.6. *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, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved by the Condominium Board; provided, however, any material or substantial change in new plans and specifications approved by the Condominium Board from the plans and specifications of the Condominium as previously constructed shall require approval by the Lead Mortgagee.

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

14.6.8. *Insurance Amounts.* Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Dwelling Unit Owners or the Condominium 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 Condominium Association as to the proper amount or kinds of insurance required.

14.6.9. **Miscellaneous Policy Requirements.** Policies insuring the property within the Condominium purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Dwelling Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Dwelling Unit Owners who are not under the control of the Condominium Association; and the policy will be primary, even if a Dwelling Unit Owner has other insurance that covers the same loss.

14.6.10. **Master Form of Insurance.** Nothing contained herein shall prohibit the Condominium Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

**15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS**

**15.1. Proceedings**

The Condominium Association shall represent the Dwelling Unit Owners in any 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.

**15.2. Deposit of Awards With Insurance Trustee**

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

**15.3. Disbursement of Funds**

If the Condominium is terminated in accordance with the provisions of this Condominium Declaration after condemnation, the proceeds of the awards and Condominium Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Condominium Declaration and distributed to the Dwelling Unit 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 Dwelling Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

15.4. Dwelling Unit Reduced But Tenatable

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

15.4.1. *Affected Dwelling Unit Made Tenatable.* The Affected Dwelling Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

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

15.4.3. *Reduction in Percentage of Common Elements.* If the floor area of the Affected Dwelling 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 Dwelling Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Dwelling Unit is reduced by the taking, and then the shares of all Dwelling Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Dwelling Units in proportion to their share of ownership in the Common Elements.

15.5. Affected Dwelling Unit Made Untenatable

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

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

15.5.2. *Remaining Portion of Affected Dwelling Unit.* The remaining portion of the Affected Dwelling Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Dwelling Unit Owner to the Condominium Association. Such remaining portion of the Affected Dwelling Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Condominium 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 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

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

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

15.5.5. Determination of Market Value of Affected Dwelling Unit. If the market value of an Affected Dwelling Unit prior to the taking cannot be determined by agreement between the Dwelling Unit Owner, the Institutional Mortgagees of the Affected Dwelling Unit and the Condominium 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 (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Dwelling 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 Dwelling Units in proportion to the shares of the Dwelling Units in the Common Elements as they exist prior to the changes effected by the taking.

#### 15.6. 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 Condominium 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 Dwelling Unit 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.

15.7. Amendment of Declaration

The changes in Dwelling 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 Condominium Declaration that need be approved only by a majority of the Condominium Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Condominium Declaration. Such amendment shall be evidenced by a certificate executed by the Condominium 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 Condominium Association to Developer, all Dwelling Unit Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate 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.

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

16.1. 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 Dwelling 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 Condominium 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 Condominium Association or shall be separately levied and collected as a Condominium Special Assessment by the Condominium Association against all of the Owners of all Dwelling Units. Each Dwelling Unit Owner shall be assessed by and shall pay to the Condominium Association a percentage of the New Total Tax equal to that Dwelling Unit Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Condominium 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 Dwelling Unit and its appurtenant percentage interest in 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 Dwelling Unit and its appurtenant percentage interest in Common Elements.

16.2. Personal Property Taxes

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

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

## 17. 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:

### 17.1. Single-Family Use

The Dwelling Units shall be used for single-family residences only. No separate part of a Dwelling 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 Dwelling Units; provided, however, a Dwelling Unit Owner may use a room within a Dwelling Unit as an office for conducting personal business if such personal business does not require contact at the Dwelling Unit with customers or clientele of the Dwelling Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Dwelling Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 17.1. Such personal business use must, nonetheless, comply with any applicable governmental regulation. No Dwelling Unit may be rented for a term of less than six (6) months, provided, however, the initial term must be for at least one (1) year, and no Dwelling Unit may be rented more than once in any twelve (12)-month period. A Dwelling 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 Condominium 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.

### 17.2. Nuisance

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

### 17.3. Signs

A Dwelling Unit Owner (with the exception of Developer, for so long as Developer is a Dwelling Unit Owner) shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit 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 Condominium 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.

#### 17.4. Animals

Except as provided under the rules and regulations promulgated by the Condominium Association from time to time, a Dwelling Unit Owner shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property. No Dwelling Unit Owner is permitted to keep a domestic pet in his Dwelling Unit either temporarily or permanently without the prior written permission of the Condominium Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Condominium Board. However, under no circumstances may any breed of dog commonly known as a pit bull be permitted on any portion of the Condominium Property. Any pet must be carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept tied outside of a Dwelling Unit or on any balcony or terrace, unless someone is present in the Dwelling Unit. A Dwelling Unit Owner shall immediately pick up and remove any solid waste deposited by his pet. The Dwelling Unit Owner shall indemnify the Condominium Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes obnoxious to the Dwelling Unit Owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or, if it is not corrected, the pet owner, upon written notice by the Condominium Association, will be required to permanently remove the animal from the premises. The Condominium Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

#### 17.5. Clotheslines

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

#### 17.6. Window Decor

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 a Dwelling Unit Owner or tenant first moves into a Dwelling Unit or when permanent window treatments are being cleaned or repaired. All window treatments or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit shall have a white or beige backing, unless otherwise approved in writing by the Condominium Board.

17.7. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

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 Property without prior written consent of the Board.

17.8. Antenna, Aerial and Satellite Dish

No antennae, aerials, ham radios or satellite dishes shall be placed upon any portion of a Dwelling Unit or the Common Elements, except as may be required in connection with the provision of a cable television or master antennae system servicing the Condominium or to comply with the terms of the Declaration for Celebration, or as otherwise permitted by law, subject to reasonable regulation by the Association and/or the Condominium Association.

17.9. Garbage and Trash

Each Dwelling Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish around his Dwelling Unit, and no Dwelling Unit Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium, including any portion of the Common Elements. Garbage, trash, refuse or rubbish that is to be collected shall be placed totally inside a dumpster and not placed on top of or on the ground near the dumpster. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers or bags. All trash containers shall be stored inside a Dwelling Unit until deposited in the dumpster and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

17.10. Radio Transmission

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

17.11. Vehicles

No boats, boat trailers, recreational vehicles, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go-carts, motor bikes, or other motor vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles and certain motorcycles which may be determined acceptable by the Condominium Board, shall be permitted on any portion of the Condominium Property except for trucks furnishing goods and services during the daylight hours and except as the Condominium Association may designate for such use by appropriate rules and regulations. The Condominium Association shall have the right to authorize the towing away of any vehicles which violate this Condominium Declaration or the rules and regulations of the Condominium Association, with the costs to be borne by the Dwelling Unit Owner or violator. In

addition, the Condominium Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles within the Condominium.

#### 17.12. Projections

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

#### 17.13. Condition of Dwelling Units

Each Dwelling Unit Owner shall keep his Dwelling 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.

#### 17.14. Hurricane Season

Each Dwelling Unit Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by removing all furniture, potted plants and other movable objects, if any, from his balcony or terrace, if any, and by designating a responsible firm or individual satisfactory to the Condominium Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Condominium Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Condominium Association, then the hurricane shutters will be made to conform by the Condominium Association at the Dwelling Unit Owner's expense or they shall be removed.

#### 17.15. Structural Modifications

A Dwelling Unit Owner may not make or cause to be made any structural modifications to his Dwelling Unit without the Condominium Association's prior written consent, which consent may be unreasonably withheld.

#### 17.15. Condominium Board's Rule-Making Power

The Condominium Association, through its Condominium 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 Dwelling Unit Owners. The Condominium 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; (ii) apply equally to all lawful the Condominium residents without discriminating on the basis of whether a Dwelling Unit is occupied by a Dwelling Unit Owner or his lessee; and (iii) in Developer's opinion, for so long as Developer holds any Dwelling

Units for sale in the ordinary course of business, would not be detrimental to the sales of Dwelling Units by Developer.

#### 17.16. Limitations

Notwithstanding anything contained in this Article 17 to the contrary, in the event any term or provision of this Article 17 is in conflict with any term or provision of the Declaration or the South Village Declaration or any rule and regulation duly and validly adopted by the Association for Celebration, then such term or provision of the Declaration or the South Village Declaration or such rule and regulation adopted by the Association shall control for so long as same is in effect.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Condominium 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.

#### 17.17. Celebration Occupancy and Use Restrictions

All Dwelling Unit Owners are also subject to use and occupancy restrictions contained in the Declaration and the South Village Declaration, as they may be amended and/or supplemented from time to time.

### 18. ASSIGNMENT OF PARKING SPACES AND STORAGE LOCKERS

#### 18.1. Parking Spaces

18.1.1. Parking spaces shall be used, assigned and reassigned in accordance with the provisions of this Article 18. The use of a parking space shall be an appurtenance to the Dwelling Unit to which it is assigned.

#### 18.1.2. Assignment of Parking Spaces

18.1.2.(a) Developer has determined that each Dwelling Unit Owner shall be automatically assigned one (1) covered parking space. The Dwelling Unit Owner to which the use of such parking space is assigned shall have the exclusive right to the use thereof. The use of such parking spaces shall thereupon be appurtenant to said Dwelling Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Dwelling Unit. Upon conveyance of or passing of title to the Dwelling Unit to which the use of such parking space is appurtenant, the Dwelling Unit Owner receiving such title shall automatically be assigned the parking space assigned to such Dwelling Unit.

18.1.2.(b) In the event any parking spaces have not been assigned to the use of any particular Dwelling Unit after Developer no longer owns any Dwelling Units in the Condominium, such parking spaces may be assigned, used or leased on such terms and conditions as

the Condominium Board may from time to time determine, provided that some of the parking spaces shall always be kept to provide guest parking.

18.1.3. Restrictions on Separate Transfer of Parking Spaces

The use of a parking space may not be transferred by a Dwelling Unit Owner to another Dwelling Unit Owner within the Condominium.

18.1.4. One Parking Space to Each Dwelling Unit

Each Dwelling Unit shall have the use of at least one (1) parking space, and no transfer shall be made which shall deprive any Dwelling Unit of such use.

18.2. Storage Lockers

18.2.1 Storage lockers shall be used, assigned and reassigned in accordance with the provisions of this Article 18. The use of a storage locker shall be an appurtenance to the Dwelling Unit to which it is assigned.

18.2.2 Assignment of Storage Lockers

18.2.2(a) Developer has determined that each Dwelling Unit Owner shall be automatically assigned one (1) storage locker, provided, however, in an instance where a storage locker immediately adjacent to a Dwelling Unit has limited space, the Owner of such Dwelling Unit may be assigned an additional storage locker. The Dwelling Unit Owner to which the use of such storage locker is assigned shall have the exclusive right to the use thereof. The use of such storage locker shall thereupon be appurtenant to said Dwelling Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Dwelling Unit. Upon conveyance of or passing of title to the Dwelling Unit to which the use of such storage locker is appurtenant, the Dwelling Unit Owner receiving such title shall automatically be assigned the storage locker assigned to such Dwelling Unit.

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

18.2.3. Restrictions on Separate Transfer of Storage Lockers

The use of a storage locker may not be transferred by a Dwelling Unit Owner to another Dwelling Unit Owner.

#### 18.2.4. One Storage Locker to Each Dwelling Unit

Each Dwelling Unit shall have the use of at least one (1) storage locker, and no transfer shall be made which shall deprive any Dwelling Unit of such use.

### 19. SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible condominium residents and thus protect the value of the Dwelling Units, the sale and leasing of Dwelling Units shall be subject to the following provisions until this Condominium Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article of the Condominium Declaration is amended in the manner herein provided:

#### 19.1. Sale

No Dwelling Unit Owner may sell or transfer (except to the spouse, children or parents of such Owner) his Dwelling Unit without approval of the Condominium Association, which approval shall be obtained in the following manner:

19.1.1. Notice to Condominium Association. Each and every time a Dwelling Unit Owner ("Offeror") intends to sell or transfer his Dwelling Unit or any interest therein (other than a lease for a term of five [5] years or less) ("Offering"), he shall give written notice to the Condominium Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser or transferee ("Transferee"), the terms of such purchase or transfer and such other information as the Condominium Association may reasonably require on forms supplied by the Condominium Association. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Condominium Association and any Transferee produced by the Condominium Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Condominium Association who shall give a receipt therefor.

19.1.2. Condominium Association's Election. Within thirty (30) days after receipt of the Transfer Notice, the Condominium Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a Transferee approved by the Condominium Association and give notice thereof to the Offeror who will accept the sale to the substitute Transferee furnished by the Condominium Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the Transferee furnished by the Condominium Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Offeror's Dwelling Unit. Offeror shall be bound to consummate the transaction with such Transferee as may be approved and furnished by the Condominium Association. If the Condominium Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Condominium Association, and shall be delivered to the Transferee of the Offeror. Notwithstanding anything contained herein to the

contrary, in the event the Offeror does not wish to consummate the proposed Offering with any Transferee other than the Transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Condominium Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror of the Transferee named in the Restricted Transfer Notice. In the event the Condominium Association denies approval of the Transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Condominium Association and the new proposed Transferee is approved by the Condominium Association or, if not restricted by the Offeror in such Transfer Notice, the Condominium Association furnishes a substitute Transferee in the manner set forth above. Failure of the Condominium Association to grant Approval, or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute Transferee or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval, and the Condominium Association shall be required to prepare and deliver to the Transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Condominium Association.

## 19.2 Lease

All leases of Dwelling Units having a term of five (5) years or less shall be and shall state therein that they are subject to approval by the Condominium Association, which approval shall not be unreasonably withheld. Prior to allowing a proposed lessee to move into a leased Dwelling Unit or providing a key to the Dwelling Unit to the lessee, the Dwelling Unit Owner shall provide a copy of the fully-executed lease to the Association, together with any information about the proposed lessee the Condominium Association may require. The Condominium Association shall have five (5) business days to express its approval or disapproval of the lessee, in writing. Should the Condominium Association not express its approval or disapproval within such five (5)-day period, then the lease and the lessee shall be deemed to be disapproved and, in such event, or should the Condominium Association express its disapproval of the lessee, then the Dwelling Unit shall not be leased to the proposed lessee. The Board may, at its sole option, prepare a form of information sheet which it may require all proposed lessees to complete prior to the Association's review of the proposed lease. Any Dwelling Unit Owner who leases his Dwelling Unit shall be responsible for any violations of this Condominium Declaration or the rules of the Condominium Association committed by his lessee, including any fines which may be imposed by the Board as a result of any such violation.

## 19.3. Acquisition by Gift, Devise or Inheritance

19.3.1. Notification of Acquisition. Any person(s) (except the spouse, parents or children of a Dwelling Unit Owner) who has obtained a Dwelling Unit by gift, devise, inheritance or by any other method not heretofore considered shall give to the Condominium Association notice ("Acquisition Notice") of the fact of obtaining such Dwelling Unit, together with: (i) such information concerning the person(s) obtaining the Dwelling Unit as may be reasonably required by

the Condominium Association; and (ii) a certified copy of the instrument by which the Dwelling Unit was obtained. If the Acquisition Notice is not given to the Condominium Association, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction, the Condominium Association may, at its election, approve or disapprove the transaction or ownership. The Condominium Association shall proceed as if it had been given the required Acquisition Notice on the date of such knowledge.

19.3.2. Approval by Condominium Association. Within thirty (30) days after receipt of the aforementioned Acquisition Notice and information, the Condominium Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person(s) receiving the same. The approval of the Condominium Association shall be in recordable form signed by any two (2) officers of the Condominium Association and delivered to the person (or any of them if there is more than one [1] person) obtaining title. Failure of the Condominium Association to act within such thirty (30)-day period shall be deemed to constitute approval, following which the Condominium Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Condominium Association shall disapprove, the matter shall be disposed of by the Condominium Association advising the person (or any of them if there is more than one [1] person) obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy such Dwelling Unit at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person(s) holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person(s) holding title; or (iii) by one (1) appraiser mutually agreed upon by the purchaser and the person(s) holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person (or any of them if there is more than one [1] person) holding title that the Condominium Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Dwelling Unit in accordance with the terms of this Condominium Declaration.

19.3.3. Approval by Default. If the Condominium Association shall fail to provide a purchaser within thirty (30) days from receipt of the Acquisition Notice, or if the purchaser furnished by the Condominium Association shall default in his acquisition, then the Condominium Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Condominium Association.

19.3.4. Dwelling Unit Owner Obligation to Condominium Association. Upon becoming the Owner of a Dwelling Unit by gift, devise, inheritance or otherwise, the Dwelling Unit Owner shall deliver to the Condominium Association, as soon as practical, after the transaction has taken place, a certified copy of the instrument by which title to the Dwelling Unit was obtained and written Approval of the Condominium Association, (as further described in Paragraph 19.3.2). The Condominium Association shall then furnish a copy of the instrument and written Approval to the Association for Celebration so that the Owner of the Dwelling Unit, his family members, guests and

invitees, shall have the right to the use and enjoyment of those portions of Celebration designated as "Recreation Areas" (as defined in the Declaration for Celebration). Dwelling Unit Owners obtaining title to a Dwelling Unit by gift, devise, inheritance or otherwise must carry identification which may be checked by an agent or employee of the Association for Celebration when entering any Recreation Area maintained and administered by the Association.

19.4. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the Owner of a Dwelling Unit through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Dwelling Unit as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Condominium Association as to its ownership of such Dwelling Unit and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Dwelling Unit, including the fee ownership thereof, without prior offer to or approval by the Condominium Association, and the provisions of Paragraphs 19.1 and 19.2 of this Article 19 shall not apply to such persons. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the Owner of a Dwelling Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Dwelling Unit approved by the Condominium Association and that it is also free from the other restrictions of Paragraphs 19.1 and 19.2 of this Article 19.

19.5 Celebration Restrictions and Rights with Respect to Leases and Sales

19.5.1. Leasing of Dwelling Units. All leases shall provide that the lessee must comply with the South Village Declaration and the Declaration, pursuant to Article 1.1.43 of the South Village Declaration. Item 1 of Exhibit I to the South Village Declaration provides that a Dwelling Unit may not be leased for a term of less than six (6) months, unless with the written approval of Declarant; the Association must be notified of the names of the tenant(s) and the beginning and end dates of the lease prior to the commencement of the lease; and, Declarant and/or the Association may seek an injunction to prevent or terminate a lease in violation of these restrictions. Item 2 of Exhibit I to the South Village Declaration provides that Declarant has the right to purchase a Dwelling Unit if a Dwelling Unit Owner violates the lease term provisions, at a price to be determined as described therein. Revised rule 5, being on Exhibit "C" to the Correction to the First Amendment to the Declaration, provides that: all leases shall be for an initial term of not less than one (1) year and shall not be leased to more than two (2) different tenants in any twelve (12)-month period; the board of directors of the Association shall be given notice of the lease, together with such additional information as may be required, within ten (10) days of execution of the lease; the Dwelling Unit Owner must make available to the tenant the Declaration, the by-laws of the Association and the Association's rules; and, sub-leasing or assignment of a lease requires the prior written approval of the board of directors of the Association or its designated administration.

19.5.2. Sale of Dwelling Units. Article 9.1.4 of the South Village Declaration provides that a Dwelling Unit Owner must give written notice to the board of directors of the Association prior to any transfer of title to the Dwelling Unit. Article 18.1 of the South Village Declaration provides that upon the sale of a Dwelling Unit, the selling Dwelling Unit Owner shall

make a contribution to the Celebration Foundation, Inc., in the amount specified therein; and, if a Dwelling Unit Owner sells his Dwelling Unit within twelve (12) months of the purchase thereof and the Dwelling Unit has not been continuously occupied for nine (9) continuous months from the date of purchase, Declarant may require that any profit on the sale be paid to a non-profit organization established to benefit Celebration.

## 20. MAINTENANCE AND REPAIR PROVISIONS

### 20.1. By Dwelling Unit Owners

20.1.1. Maintenance and Repair. Each Dwelling Unit Owner shall maintain in good condition and repair and replace at his expense all portions of his Dwelling Unit, including all window panes, window screens and all interior surfaces within or surrounding his Dwelling Unit (such as the surfaces of the walls, ceilings and floors), entryways and all exterior doors and 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 Dwelling Unit. Every Dwelling Unit Owner must perform promptly all maintenance and repair work within his Dwelling Unit, as aforesaid, which if not performed would affect the Condominium Property in its entirety or a Dwelling Unit belonging to another Dwelling Unit Owner. Each Dwelling Unit Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Dwelling Unit 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 Condominium Association, except for changes or alterations approved by the Condominium Board as provided in this Condominium Declaration.

20.1.2. Alterations. No Dwelling Unit Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Condominium 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 Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Condominium Board, would detrimentally affect the architectural design of the Building without first obtaining the written consent of the Condominium Board.

20.1.3. Painting and Condominium Board Approval. No Dwelling Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Condominium Association, including balconies, terraces, doors or window frames (except for replacing window panes), etc. No Dwelling Unit 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 Building maintained by the Condominium Association without first obtaining specific written approval of the Condominium Board. The Condominium 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 Building maintained by the Condominium Association and unless such items

substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Condominium Board approval is requested.

20.1.4. **Duty to Report.** Each Dwelling Unit Owner shall promptly report to the Condominium 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 Condominium Association.

20.1.5. **Use of Licensed Plumbers and Electricians.** No Dwelling Unit Owner shall have repairs made to any plumbing or electrical wiring within a Dwelling Unit, except by licensed plumbers or electricians authorized to do such work by the Condominium 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 Dwelling Unit shall be paid for by and shall be the financial obligation of the Dwelling Unit Owner, unless such repairs are made in a Dwelling Unit to plumbing and electrical systems servicing more than one (1) Dwelling Unit.

20.1.6. **Access by Condominium Association.** Each Dwelling Unit Owner shall permit the Condominium Association to have access to his Dwelling Unit 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 or to another Dwelling Unit.

20.1.7. **Air-Conditioning.** Air conditioning units and service lines regarding any such air conditioning units which serve only one Dwelling Unit shall be maintained, replaced or repaired by the Dwelling Unit Owner whose Dwelling 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 Condominium Board shall approve all such work.

20.1.8. **Liability for Actions.** A Dwelling Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, negligence or carelessness, or by that of his 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 Condominium Association. Such liability shall include the cost of repairing broken windows. A Dwelling Unit Owner shall also be liable for any personal injuries caused by his negligent acts or those of his 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.

## 20.2. By the Condominium Association

20.2.1. **Improvements.** The Condominium Association shall maintain, repair and replace as necessary all of the Common Elements, including the driveways, landscaping and sprinkler systems as well as exterior surfaces of the Buildings.

20.2.2. Utilities. The Condominium Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities and equipment for the furnishing of any and all utility services including the operation of the storm water management system and the maintenance of the sanitary sewer service laterals leading to the Buildings, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Dwelling Unit.

20.2.3.1. Compliance With Regulations of Public Bodies. The Condominium 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.

20.2.4. Compliance with Celebration Declaration and the South Village Declaration. Pursuant to Article 5.4 of the Declaration, as it may be amended and/or supplemented from time to time, the Condominium Association shall be responsible to maintain the Condominium Property in accordance with Celebration's "Community-Wide Standard" as described in the Declaration, and shall also be required to maintain the area lying between the property line of the Condominium Property and the curb of a public street or alley, together with any easement areas for pedestrian paths or sidewalk, also in accordance with the Community-Wide Standard. Article 3.2 of the South Village Declaration provides that Dwelling Unit Owners shall also be responsible for compliance with the operation and maintenance standards therein and that, to the extent allowed by the Act, Declarant and the Association shall have enforcement rights with respect thereto, including, but not limited to, the right to specific performance and the right to cure defaults at the defaulting party's expense.

### 20.3 Developer's Warranties

Notwithstanding anything contained in this Article 20 to the contrary, each Dwelling Unit Owner acknowledges and agrees that Developer shall be irreparably harmed if a Dwelling Unit Owner undertakes the repair or replacement of any defective portion of a Dwelling Unit, a Building, the Common Elements or any other real or personal property constituting the Condominium Property during the time in which Developer is liable under any warranties in connection with the sale of any Dwelling Unit. Accordingly, each Dwelling Unit Owner hereby agrees (i) to promptly, upon such Dwelling Unit Owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each such defective portion, upon the receipt of which Developer shall have thirty (30) 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, such Dwelling Unit Owner may repair or replace same. If any Dwelling Unit Owner fails to comply with the provisions of this Paragraph 20.3, such Dwelling Unit Owner will be deemed to have breached his obligation to mitigate damages and such Dwelling Unit Owner's conduct shall constitute an aggravation of damages.

20.4. Alterations and Improvements

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

20.5. Conformity with Declaration

Notwithstanding anything contained in this Article 20 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Declaration for Celebration and all other valid terms and provisions thereof.

20.6. Conflict with Plat of Celebration

Notwithstanding any inconsistencies which may exist between the provisions of the Plat and the provisions of this Condominium Declaration regarding the maintenance responsibilities of the Association for Celebration and the Condominium Association, the maintenance responsibilities of the Association and the Condominium Association shall be as set forth in this Condominium Declaration.

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

21.1. Affirmative Covenant to Pay Condominium Common Expenses

In order to: (i) fulfill the covenants contained in this Condominium Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Dwelling Unit Owners, their invitees, guests, family members and lessees, subject to the terms of this Condominium Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Dwelling Units and the Dwelling Unit Owners the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Dwelling Unit Owner, by acceptance of a deed or other instrument of conveyance for a Dwelling 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

Condominium Association all Assessments determined in accordance with the provisions of this Condominium Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Dwelling Unit therein.

21.2. Lien

The Annual Assessment and Condominium Special Assessments, as determined in accordance with Article 22 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 Condominium Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Dwelling Unit and shall be a continuing lien upon the Dwelling Unit against which each such Assessment is made. Each Assessment against a Dwelling 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 Dwelling Unit so assessed. The Condominium Association's statutory lien for 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 Condominium Association, as of the date the statement is signed, setting forth the description of the "condominium parcel" (as defined in the Act), the name of the record Owner of the Dwelling Unit, the name and address of the Condominium Association, the amount due to the Condominium 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.

21.2.1. Personal Obligation. Each Assessment against a Dwelling 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 Dwelling Unit so assessed.

21.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Dwelling Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Dwelling Unit by deed in lieu of foreclosure, shall be liable for the unpaid 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 Condominium Declaration in the Public Records of the County. Assessments which are not due from such Institutional Mortgagee shall become a Condominium Common Expense collectible from all Dwelling Unit Owners pursuant to Paragraph 23.10 hereof.

21.3. Enforcement

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

- (i) To advance, on behalf of the Dwelling Unit Owner in default, funds to accomplish the needs of the Condominium 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 Condominium Association; and (b) such advance by the Condominium Association shall not waive the default of the Dwelling Unit Owner in failing to make its payments;

- (ii) To accelerate the entire amount of any 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 Condominium 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.

**22. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS**

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

**22.1. Determining Annual Assessment**

22.1.1. Expenses. The total anticipated Condominium Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Condominium Association which shall be prepared by the Condominium Board as described in the Condominium Articles and Condominium 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 Dwelling Units based upon each Dwelling Unit's share of the Condominium Common Expenses, which allocated sum, together with each Dwelling Unit Owner's share of Common Expenses as determined in accordance with the Declaration, including any "Service Area Expenses," assessed by the Association pursuant to the Declaration for the Celebration residential property, if applicable, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Condominium 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.

22.1.2. Assessment Payment. The Annual Assessment shall be payable quarterly in advance on the first days of January, April, July and October of each year, or at such other time as may be determined by the Condominium Board from time to time but in no event less frequently

than quarterly. The Condominium Association may at any time require the Dwelling Unit Owners to maintain a minimum balance on deposit with the Condominium Association to cover future installments of Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Dwelling Unit.

#### 22.2. Condominium Special Assessments

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

### 23. CONDOMINIUM COMMON EXPENSES

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

#### 23.1. 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 or be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Condominium Common Expenses.

#### 23.2. Utility Charges

All charges against the Condominium Association 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 payable by the Condominium Association incurred in connection with the Common Elements and Dwelling Units, where applicable.

#### 23.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under this Condominium Declaration and the premiums on any policy or policies the Condominium 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 Condominium Declaration, shall be Condominium Common Expenses.

23.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any Building or other 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 Condominium 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 Condominium Association who 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 Condominium 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 Condominium Association under the provisions for Condominium Special Assessments as provided in Paragraph 22.2 of this Condominium Declaration. The Condominium Association agrees that it will levy Condominium 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.

23.5. Maintenance, Repair and Replacements

Condominium Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all Buildings, improvements, personal property and furniture, fixtures and equipment of the Condominium Association upon the Common Elements, including driveways, 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 Declaration for Celebration 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 pumps or other equipment, if any, located upon or servicing the Condominium Property pursuant to agreements between the Condominium 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 22.2 of this Condominium Declaration.

23.6. Administrative and Operational Expenses

The costs of administration of the Condominium Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Condominium Association as to the Condominium shall be deemed to be Condominium Common Expenses. In addition, it is contemplated that the Condominium 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 in carrying out the obligations of the Condominium 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 and the Secretary of State of Florida from time to time.

23.7. Indemnification

The Condominium Association covenants and agrees that it will indemnify and hold harmless Developer and the members of the Condominium 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 Developer 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 Condominium Declaration to be kept and performed by the Condominium Association.

23.8. Compliance with Laws

The Condominium 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 Condominium Association shall be a Condominium Common Expense.

### 23.9. Failure or Refusal of Dwelling Unit Owners to Pay Annual Assessments

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

### 23.10. Extraordinary Items

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

### 23.11. Matters of Condominium Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Condominium Board to be the subject of a Condominium Special Assessment which are not inconsistent with the terms of any of the Condominium Documents or the Declaration for Celebration must also be approved by a majority vote of the Dwelling Unit Owners at any meeting of Condominium Members having a quorum, except that no such approval need be obtained for a Condominium 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 Condominium Special Assessment.

### 23.12. 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 Condominium 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 Condominium Association on account of Reserves shall be and shall remain the exclusive property of the Condominium Association and no Dwelling Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

### 23.13. Miscellaneous Expenses

Condominium Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Condominium 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 Condominium Board.

## 24. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

### 24.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Dwelling 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 Dwelling Unit shall be deemed to describe the entire Dwelling Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

### 24.2. Incorporation of Section 718.107

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

## 25. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Condominium Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Condominium Declaration, the Condominium Documents or the Act shall not be affected.

## 26. PROVISIONS RELATING TO INTERPRETATION

### 26.1. Titles

Article, Paragraph and subparagraph titles in this Condominium 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 Condominium Declaration or the meaning or contents of any material contained herein.

### 26.2. 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.

### 26.3. Member

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

#### 26.4. 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 Condominium 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 Condominium Association.

#### 27. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Dwelling Unit 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 Condominium Association, any Dwelling Unit Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to sue for either 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 a Dwelling Unit 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 Condominium Board to object to Dwelling Unit 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 Condominium Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Condominium 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.

#### 28. PROVISIONS FOR ALTERATIONS OF DWELLING UNITS BY DEVELOPER

##### 28.1. Developer's Reserved Right

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

##### 28.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Dwelling Units owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase

not then submitted to condominium ownership will first require an amendment to this Condominium Declaration in the manner provided in Article 29 hereof.

In the event the Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Dwelling Units being affected, an amendment of this Condominium 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 Condominium Association, Dwelling Unit Owners or lienors or mortgagees of the Dwelling Units, whether or not such approvals are elsewhere required for an amendment of this Condominium Declaration; provided, however, if the amendment is material, then the consent of a majority of the Dwelling Unit Owners is also required.

## 29. PROVISIONS FOR AMENDMENTS TO CONDOMINIUM DECLARATION

### 29.1. General Procedure

Except as to the Amendment described in Paragraph 28.2 hereof, and the matters described in Paragraphs 29.2, 29.3, 29.4, 29.5, 29.6 and 29.7 below, and except when a greater percentage vote is required by this Condominium Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment) (e.g., Paragraph 11.2 herein), this Condominium Declaration may be amended at any regular or special meeting of the Dwelling Unit Owners called and held in accordance with the Condominium Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Dwelling Unit Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Condominium Declaration shall be evidenced by a certificate executed by the Condominium Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Condominium Association to Developer and to all Institutional Mortgagees ("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.

### 29.2. Material Alteration

Except as otherwise provided in this Condominium Declaration, no amendment of the Condominium Declaration shall change the configuration or size of any Dwelling Unit in any material fashion, materially alter or modify the appurtenances to such Dwelling Unit, change the proportion or percentage by which the Dwelling Unit Owner shares the Condominium Common Expenses and owns the Common Surplus and Common Elements or the Dwelling Unit's voting rights in the Condominium Association, unless: (i) the record Owner of the Dwelling Unit, and all record owners of liens on the Dwelling Unit join in the execution of the amendment; and (ii) all the record Owners of all other Dwelling Units approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Dwelling Unit Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as

provided in Paragraph 29.1; provided, however, no amendment to this Condominium 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 Dwelling Units encumbered by mortgages held by Institutional Mortgagees.

29.3. Defect, Error or Omission

Whenever it shall appear to the Condominium Board that there is a defect, error or omission in the Condominium Declaration, or in other documentation required by law to establish this Condominium, the Condominium Association, through its Condominium Board, shall immediately call for a special meeting of the Dwelling Unit Owners to consider amending the Condominium Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Dwelling Unit Owners, with there being more positive votes than negative votes, the Condominium 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.

29.4. Rights of Developer and Institutional Mortgagees

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Condominium Association or any Institutional Mortgagee under this Condominium Declaration and the other Condominium Documents without the specific written approval of Developer, the Condominium Association or any Institutional Mortgagees affected thereby. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the covenants contained in Article 10 herein relative to the plan for development for Celebration. In addition, any amendment that would affect the storm water management system, including the water management portions of the Common Elements, must have the prior approval of the CDD.

29.5. Scrivener's Error

The Condominium Association may amend this Condominium 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 Condominium Board without the consent of the Dwelling Unit Owners provided that such amendment does not materially and adversely affect the rights of Dwelling Unit Owners, lienors or mortgagees. This amendment shall be signed by the President of the Condominium Association and a copy of the amendment shall be furnished to the Condominium Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records as is practicable.

#### 29.6. Amendments Required by Secondary Mortgage Market Institutions

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Dwelling Unit 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.

#### 29.7. Amendments Regarding Tenants

Any amendment to any of the Condominium Documents granting the Condominium Association or the Condominium Board the right to approve or in any manner screen tenants of any Dwelling Unit Owner must first be approved by a majority of the Condominium Board and three-fourths (3/4) of all Dwelling Unit Owners (at a duly called meeting of the Dwelling Unit Owners at which a quorum is present).

#### 29.8. Condominium Documents

The Condominium Articles, Condominium Bylaws, Declaration for Celebration and other Condominium Documents shall be amended as provided in such documents.

#### 29.9. Form of Amendment

To the extent required by the Act, as amended from time to time, no provision of this Condominium Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Condominium 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 Condominium 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.

### 30. PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL DWELLING UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 19

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

The provisions, restrictions, terms and conditions of Article 19 hereof shall not apply to Developer as a Dwelling Unit Owner, and in the event and so long as Developer shall own any Dwelling Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Dwelling Unit upon any terms and conditions as it shall deem to be in its own best interests.

#### 30.2. Developer's Right to Transact Business

Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Dwelling Units or other residential units being developed and sold or leased by Developer in other portions of Celebration and other developments being developed by Developer, 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 Dwelling Units and including the right to carry on construction activities of all types necessary to construct all improvements in the Condominium pursuant to the plan for development as set forth in Article 10 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.

#### 30.3. Assignment

This Article 30 may not be suspended, superseded or modified in any manner by any amendment to this Condominium 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 30 may be assigned in writing by Developer in whole or in part.

### 31. GENERAL PROVISIONS

#### 31.1. Withdrawal Notice and Other Units

31.1.1. Rights of Developer. Nothing contained in this Condominium Declaration shall be deemed to prohibit Developer from developing any condominium units, other than the Dwelling Units within the Condominium ("Other Units"), upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

31.1.2. Rights of Owners of Other Units to Use Condominium Property and Easements Created for Access. In the event that Developer constructs Other Units, the owners of such Other Units ("Other Unit Owners") and their family members, guests, invitees, and lessees may

have as an appurtenance to and a covenant running with such Other Units: (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements which comprise the Condominium Property in the same manner and with the same privileges as Dwelling Unit Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through the Condominium Property for the use and enjoyment thereof and from and to public ways, including dedicated streets. Dwelling Unit Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets and any condominium association or homeowner association property, subject to rules and regulations established by any such association governing the use and enjoyment of such easements. The Condominium Association shall not establish any rule or regulation with respect to the use and enjoyment of the Condominium Property or the easements created by this Paragraph 31.1.2 which do not apply uniformly to the Dwelling Unit Owners and Other Unit Owners and their respective family members, guests, invitees and lessees.

31.1.3. **Obligations of Other Units.** In the event that Developer develops Other Units, the Condominium Association shall itemize separately in the annual budget of the Condominium Association, and all adjustments and revisions thereto, the expenses ("Other Unit Expenses") anticipated to be incurred by the Condominium Association to administer, operate, maintain, repair, and improve the Condominium Property, including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to the Association Property. The Other Unit Expenses shall be assessed equally among all existing Dwelling Units and the "Other Units Subject to Assessment" (as hereinafter defined). Each Dwelling Unit's share of the Other Unit Expenses shall be the product of the multiplication of the Other Unit Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Units" (as hereinafter defined). Each Other Unit Subject to Assessment shall also be responsible for its proportionate share of any expense with respect solely to the Condominium Property which would be subject to a Condominium Special Assessment against Dwelling Units. "Other Units Subject to Assessment" shall mean the total number of Other Units developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which the Developer has recorded amongst the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon the Condominium Property, which shall become subject to assessment as provided in Paragraph 31.1 upon the recording amongst the Public Records of a declaration of condominium submitting such Other Units to the condominium form of ownership. "Total Units" as used herein shall mean the sum of the number of Dwelling Units within the Condominium and the number of Other Units Subject to Assessment as determined from time to time. In the event of condemnation of any Other Units Subject to Assessment, assessments against such Other Units Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Dwelling Units.

31.1.4. **Liens upon Other Units.** There shall be a charge on and continuing lien upon all Other Units Subject to Assessment against which assessment is made as provided in Paragraph 31 which shall be subject to all provisions herein to which Dwelling Units are subject,

including, but not limited to, the rights of foreclosure of Other Units Subject to Assessment and such right shall be set forth in the documents establishing the Other Units.

31.1.5. Conflict with Other Provisions. The matters set forth in Paragraphs 31.1.2, 31.1.3 and 31.1.4 shall only become applicable if, as and when Developer develops Other Units, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraphs 31.1.2, 31.1.3 and 31.1.4 and the terms and provisions of any other Paragraphs in this Condominium Declaration. Amendment of this Article 31 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Dwelling Units or Other Units or any portion of the Land upon which they may be built and by a majority of the Other Unit Owners, if any.

31.1.6. Merger. In the event Developer develops Other Units which are submitted to the condominium form of ownership, the Condominium Association may merge the condominiums operated by the Condominium Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, and recording of new or amended articles of incorporation, declarations of condominium, and bylaws.

## 31.2 Multicondominium

In the event there are Other Units, as described in Paragraph 31.1 hereinabove, which are units in a condominium or condominiums operated by the Condominium Association ("Multicondominium"), then in addition to the provisions of Paragraph 31.1, the following provisions shall also apply.

Liability for the Condominium Common Expenses of the Condominium Association which are not Condominium Common Expenses attributable to a particular condominium or condominiums ("Condominium Association Expenses") shall be equal as to each dwelling unit operated by the Condominium Association. The Assessment for Condominium Association Expenses as to each condominium shall be determined by dividing the Condominium Association Expenses by the total number of dwelling units operated by the Condominium Association. As to each condominium, this amount shall be multiplied by the number of dwelling units in the condominium, which amount shall be added to the condominium common expenses of the condominium to be levied and assessed against the dwelling unit owners thereof in accordance with the declaration of condominium for that condominium. The share of each Other Unit Owner in a Multicondominium in the Common Surplus of the Condominium Association shall be determined in the same manner.

Developer currently has no plans to have Other Unit Owners in any such Multicondominium share common elements, other than the easement provided in subparagraph 31.1.2 hereinabove, or to add any property to be owned by the Condominium Association.

In the event Developer creates a Multicondominium, each Multicondominium dwelling unit shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the dwelling unit owner.

### 31.3. 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.

### 31.4. Rights of Mortgagees

31.4.1. Right to Notice. The Condominium 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 Condominium Association to Dwelling Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Dwelling Units. In addition, evidence of insurance shall be issued to each Dwelling Unit Owner and mortgagee holding a mortgage encumbering a Dwelling Unit upon written request to the Condominium Association.

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

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

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

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

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

31.4.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Condominium Association, be entitled free of

charge to financial statements from the Condominium Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

31.4.4. Right to Cover Cost. Developer (until the Majority Election Meeting) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Dwelling Unit. Further, Developer (until the Majority Election Meeting) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Condominium 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. Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Condominium Association as set forth above shall be entitled to immediate reimbursement from the Condominium Association plus any costs of collection, including, but not limited to, Legal Fees.

#### 31.5. Developer Approval of Condominium Association Actions

Notwithstanding anything in this Condominium Declaration to the contrary, while Developer holds Dwelling 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 a Dwelling Unit Owner for capital improvements;
- and
- (ii) Any action by the Condominium Association that would be detrimental to the sale or leasing of Dwelling 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 Dwelling Units.

#### 31.6. 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 Dwelling Unit Owner, at the address of the person whose name appears as the Dwelling Unit Owner on the records of the Condominium Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Dwelling Unit Owner; (ii) the Condominium Association, certified mail, return receipt requested, at 1690 South Congress Avenue, Delray Beach, Florida 33445, or such other address as the Condominium Association shall hereinafter notify Developer and the Dwelling Unit Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 1690 South Congress

Avenue, Delray Beach, Florida 33445, or such other address or addresses as Developer shall hereafter notify the Condominium Association of in writing, any such notice to the Condominium Association of a change in Developer's address being deemed notice to the Dwelling Unit Owners. Upon request of a Dwelling Unit Owner, the Condominium Association shall furnish to such Dwelling Unit Owner the then current address for Developer as reflected by the Condominium Association records.

### 31.7. 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 Dwelling Units in any Phase.

### 31.8. Assignment of Developer's Rights

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Condominium Declaration.

### 31.9 Security

The Condominium 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 NOR THE CONDOMINIUM ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL DWELLING UNIT OWNERS ACREE TO HOLD DEVELOPER AND THE CONDOMINIUM ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE CONDOMINIUM ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE CONDOMINIUM ASSOCIATION, 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 DWELLING UNIT, AND TENANTS, GUESTS AND INVITEES OF A DWELLING UNIT OWNER, ACKNOWLEDGE THAT THE CONDOMINIUM ASSOCIATION AND ITS CONDOMINIUM BOARD, DEVELOPER, 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 OR THE CONDOMINIUM ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR 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 DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE CONDOMINIUM ASSOCIATION, ITS BOARD, DEVELOPER, AND ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE CONDOMINIUM ASSOCIATION, ITS BOARD, DEVELOPER, AND ANY SUCCESSOR DEVELOPER HAVE MADE NEITHER REPRESENTATIONS NOR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY DWELLING UNIT, OR ANY TENANT, GUEST OR INVITEE OF A DWELLING UNIT 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.

## 32. PROVISIONS RELATING TO TERMINATION

### 32.1. Survival of Certain Obligations and Restrictions

In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Condominium Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Dwelling Unit Owners by taking title to a Dwelling Unit covenant and agree, that the documents providing for such termination shall require: (i) that any improvements upon what now comprises or hereafter shall comprise the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Dwelling Units now or hereafter in the Condominium; and (ii) the Dwelling Unit Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph 32.3 below) shall remain obligated to pay their share of the Condominium Common Expenses, which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Condominium Declaration, including a lien on the real property previously included in the Condominium, including the portion now designated as Dwelling Units.

### 32.2. Manner of Termination

This Condominium Declaration may be terminated by the affirmative written consent of Dwelling Unit Owners owning eighty percent (80%) of the Dwelling Units then part of the Condominium and the written consent of all Listed Mortgagees then holding mortgages encumbering Dwelling Units in the Condominium; provided, however, that the Condominium Board consents to such termination by a vote of three-fourths (3/4) of the entire Condominium Board taken at a special

meeting called for that purpose shall also be required; and also provided that, for so long as Developer owns a Dwelling Unit or has the right to add a Subsequent Phase to the Condominium, Developer must consent in writing to such termination.

32.3. Ownership of Common Elements

In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Dwelling Unit Owners, pro rata, in accordance with the share each Dwelling Unit Owner owns in the Common Elements, as provided in this Condominium Declaration; provided, however, each Dwelling Unit Owner shall continue to be responsible and liable for his share of the Condominium Common Expenses, and any and all lien rights provided for in this Condominium Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective percentage shares of the Dwelling Unit Owners thereof as tenants in common.

1st IN WITNESS WHEREOF Developer has caused these presents to be duly executed this day of November, 2001

WITNESSES:

Susan Spang  
Print name: Susan Spang

Phyllis Winston  
Print name: Phyllis Winston

ORIOLE HOMES CORP.

By: Mark Levy  
Mark Levy, President

(SEAL)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

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 Mark Levy, the President of ORIOLE HOMES CORP., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>ST</sup> day of November, 2001.

Jeannette Calderone  
Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public

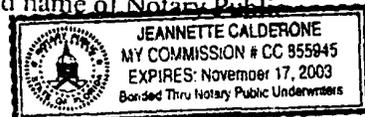


EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM

Legal Description of the Land

Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the Plat thereof as recorded in Plat Book 11, Pages 13 through 21, inclusive, Public Records of Osceola County, Florida

COPY

EXHIBITS B-1 THROUGH B-4  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM

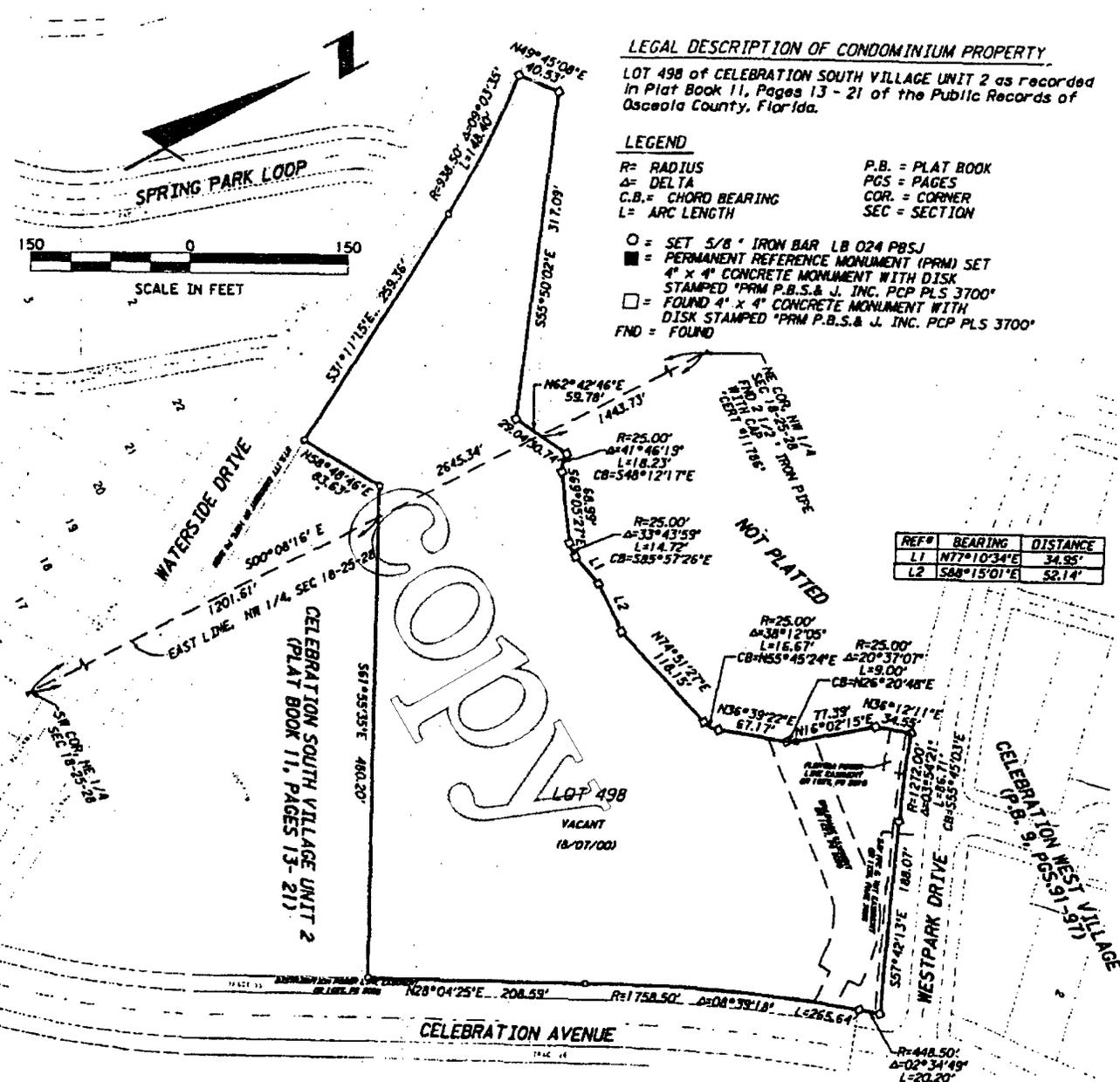
Legal Descriptions and Surveys, Plot Plans  
and Graphic Descriptions of Improvements  
for Phases 1 through 4, Inclusive

COPY

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
BOUNDARY SURVEY

CL 2001164099

OR 1954/1666



**LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**  
LOT 498 of CELEBRATION SOUTH VILLAGE UNIT 2 as recorded in Plat Book 11, Pages 13 - 21 of the Public Records of Osceola County, Florida.

**LEGEND**  
R= RADIUS  
Δ= DELTA  
C.B.= CHORD BEARING  
L= ARC LENGTH  
P.B. = PLAT BOOK  
PGS = PAGES  
COR. = CORNER  
SEC = SECTION  
○ = SET 5/8" IRON BAR LB 024 PBSJ  
■ = PERMANENT REFERENCE MONUMENT (PRM) SET 4" x 4" CONCRETE MONUMENT WITH DISK STAMPED "PRM P.B.S. & J. INC. PCP PLS 3700"  
□ = FOUND 4" x 4" CONCRETE MONUMENT WITH DISK STAMPED "PRM P.B.S. & J. INC. PCP PLS 3700"  
FND = FOUND

REF#	BEARING	DISTANCE
L1	N77°10'34"E	34.95'
L2	S88°15'01"E	52.14'

- NOTES:**
- Bearings are based on the WALT DISNEY WORLD DATUM and the East line of the Northwest 1/4 of Section 18, Township 25 South, Range 28 East, Osceola County, Florida, being 500°08'16"E
  - Field work was completed on August 30, 1999.

- Subsurface Improvements or encroachments if any were not located as a part of this survey.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Osceola County, Florida, Community-Panel Number 120189 0020 C Dated November 20, 1996. The property described hereon is located in Zone X (Areas determined to be outside 500-year flood plain)

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

*J. Vance Corber*  
J. Vance Corber  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

Date: 8/07/00  
Scale: 1" = 150'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: NEC  
Ckd. By: JVC  
Sheet 1 of 1

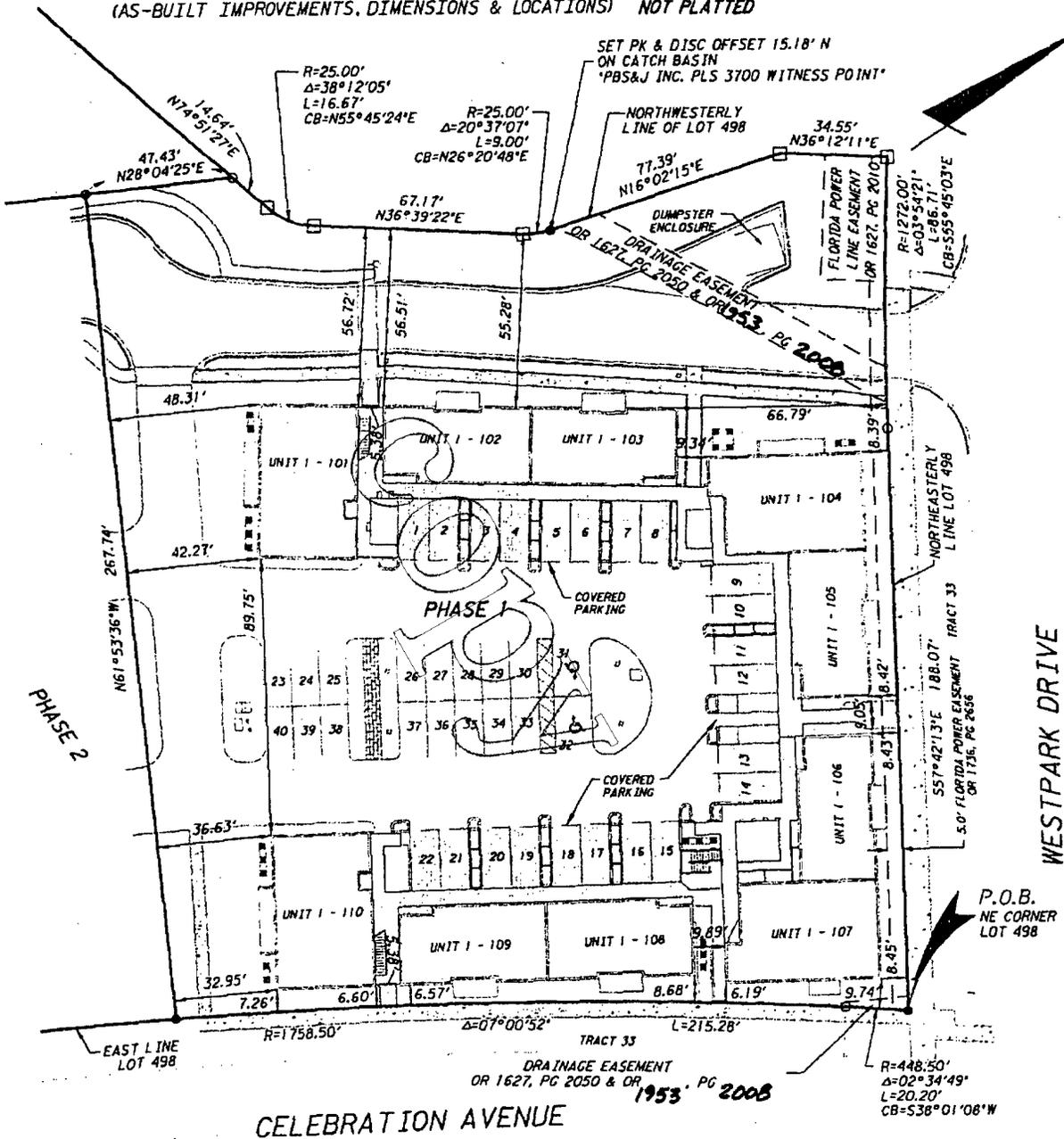
EXHIBIT B  
SURVEY

**PBSJ**  
1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL METERS SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & LOCATIONS) NOT PLATTED



### NOTES: (SEE SHEET 2 FOR ADDITIONAL NOTES)

1. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS; SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
2. BEARINGS ARE BASED IN WALT DISNEY WORLD DATUM AND THE NORTHEASTERLY LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, S RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING S57°42'13"E.
3. BUILDING TIES SHOWN ARE AS-BUILT LOCATIONS.

### LEGEND

- = FOUND 4"x4" CONCRETE MONUMENT WITH DISC STAMPED 'PRM PBS&J INC PCP PLS 3700'
- = SET 5/8" IRON ROD & CAP 'LB 024'
- = SET PK NAIL & DISC 'PRM PBS&J INC. PCP PLS 3700'

EXHIBIT B-1

Date: 10/31/01  
 Scale: 1" = 50'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 1 of 11



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

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D. JOHNSON  
10/31/01

**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
(PHASE 1)  
LEGAL DESCRIPTION, NOTES & CERTIFICATION**

**LEGAL DESCRIPTION**

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 498, said point being on a curve concave Southeasterly; thence Southwesterly along the East line of said lot 498 and the arc of said curve, having a radius of 448.50 feet and a chord bearing of S38°01'08"W, through a central angle of 02°34'49", for 20.20 feet to the point of compound curvature of a curve concave Southeasterly; thence continue along said East line, Southwesterly along the arc of said curve, having a radius of 1758.50 feet, through a central angle of 07°00'52", for 215.28 feet; thence N61°53'36"W for 267.74 feet; thence N28°04'25"E for 47.23 feet to the Northwesterly line of said Lot 498; thence along said Northwesterly line for the following six courses: N74°51'27"E for 14.64 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 38°12'05", for 16.67 feet to the point of tangency; thence N36°39'22"E for 67.17 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 20°37'07", for 9.00 feet to the point of tangency; thence N16°02'15"E for 77.39 feet; thence N36°12'11"E for 34.55 feet to a point on the Northeasterly line of said Lot 498, said point being a point on a non-tangent curve concave Northeasterly; thence Southeasterly along said Northeasterly line and along the arc of said curve, having a radius of 1272.00 feet and a chord bearing of S55°45'03"E, through a central angle of 03°54'21", for 86.71 feet to the point of tangency; thence continue along said Northeasterly line S57°42'13"E for 188.07 feet to the POINT OF BEGINNING.

Containing 1.466 acres (63849 square feet), more or less.

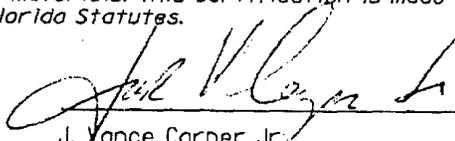
**NOTES:**

1. FIELD WORK WAS COMPLETED ON OCTOBER 26, 2001.
2. ELEVATIONS SHOWN ARE BASED UPON WALT DISNEY WORLD DATUM.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.

**CERTIFICATION**

The construction of the Improvements for THE TERRACES AT CELEBRATION, A CONDOMINIUM, PHASE 1, is substantially complete, so that the Declaration of Condominium, together with Exhibits thereto, is an accurate representation of the location and dimensions of the improvements comprising the TERRACES AT CELEBRATION, A CONDOMINIUM, PHASE 1, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is made in compliance with Section 718.104(4)(e), Florida Statutes.

EXHIBIT B-1



J. Vance Carper Jr.  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

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

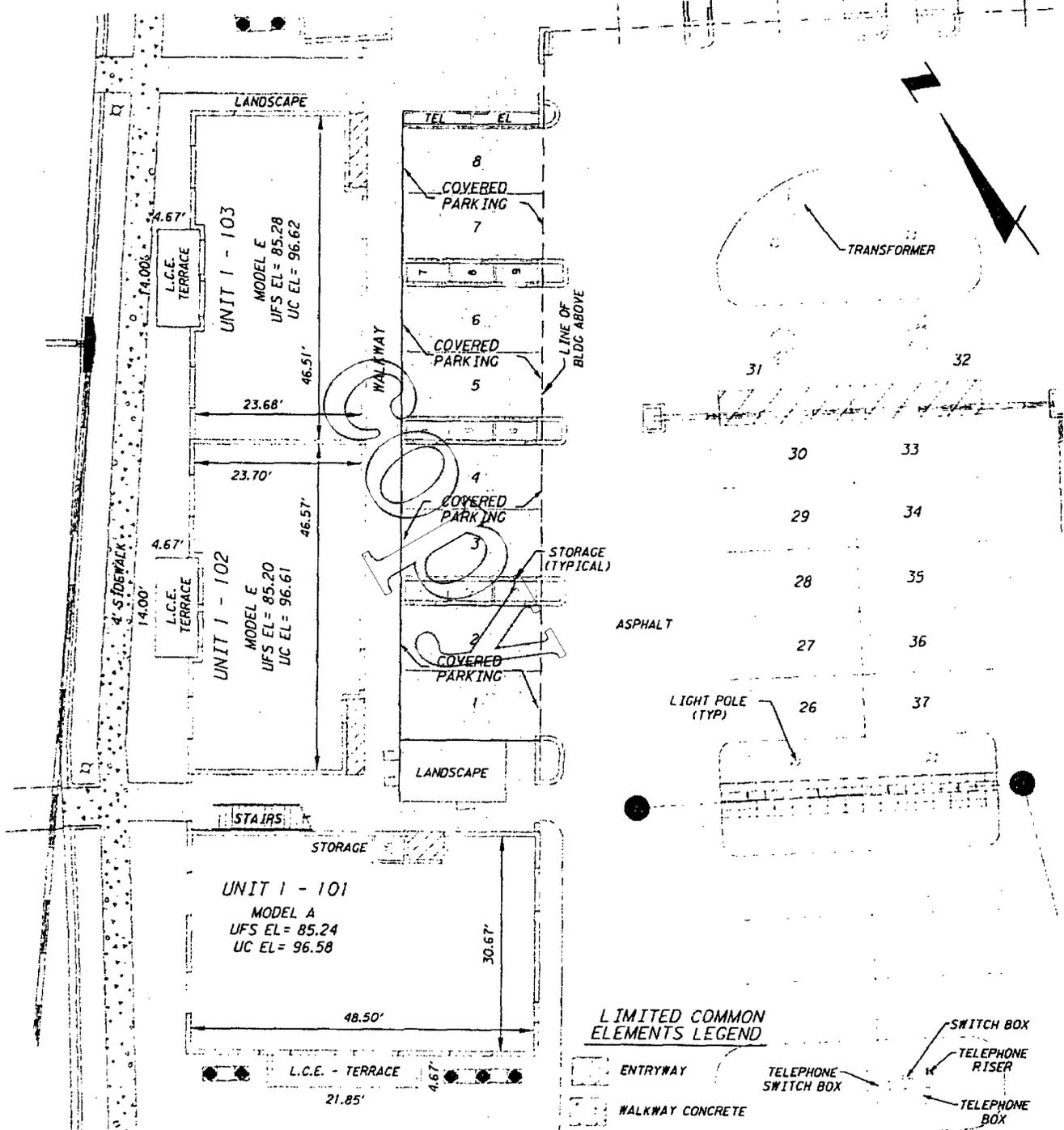
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Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMM  
Ckd. By: DKK  
Sheet 2 of 11



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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT, IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



**ELEVATIONS**  
Elevations shown are based upon Walt Disney World Datum.  
Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT
- TELEPHONE SWITCH BOX
- SWITCH BOX
- TELEPHONE RISER
- TELEPHONE BOX

**LEGEND**  
TEL = TELEPHONE  
EL = ELECTRIC

Date: 10/31/01  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMM  
Ckd. By: DKK  
Sheet 3 of 11

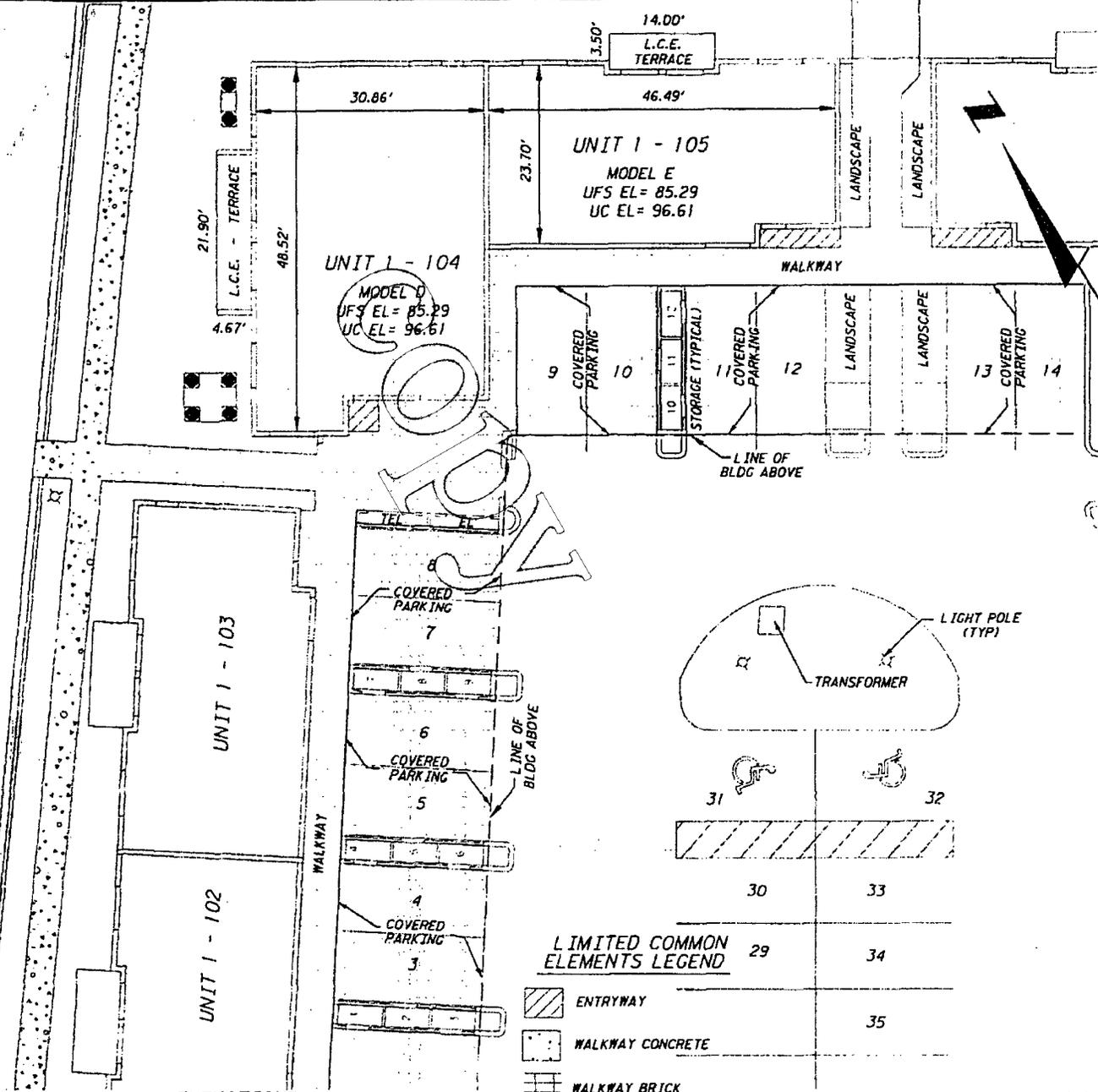
WACELESP35196 RESURFACING ROAD ASPHRT 10000003.450

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

NORTHEASTERLY LINE LOT 498, 8' SIDEWALK (OFF-SITE, NOT A PART OF CONDOMINIUM)



### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC

EXHIBIT B-1

Date: 10/31/01  
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 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PWW  
 Ckd. By: OKK  
 Sheet 4 of 11

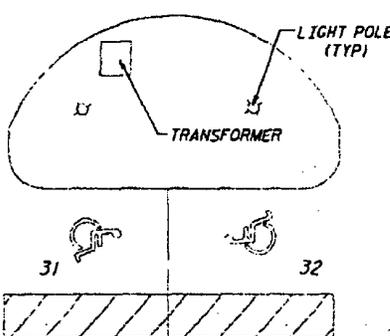
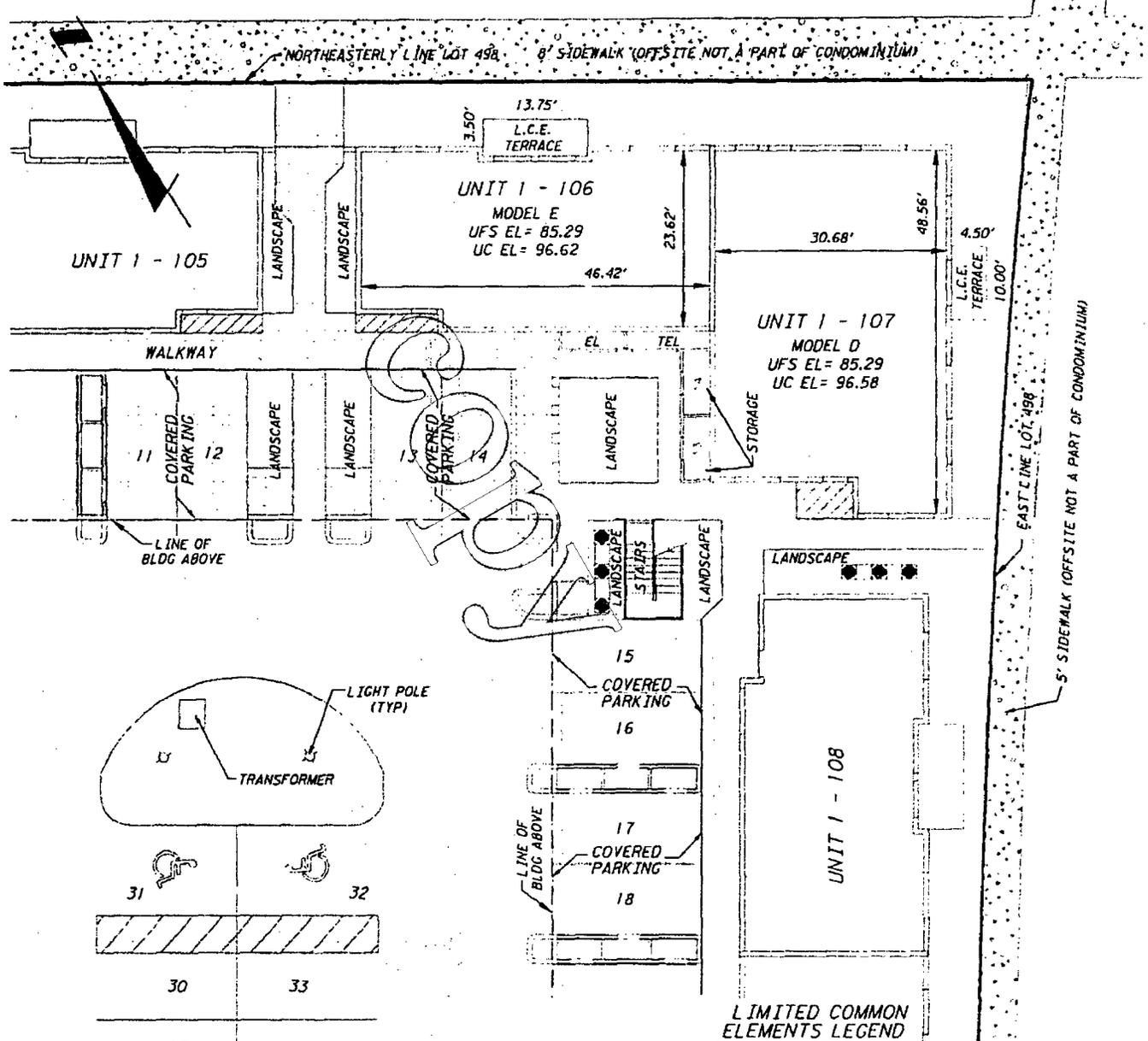
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01-NOV-2001 17:51

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

EXHIBIT B-1

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

- ### LEGEND
- TEL = TELEPHONE
  - EL = ELECTRIC

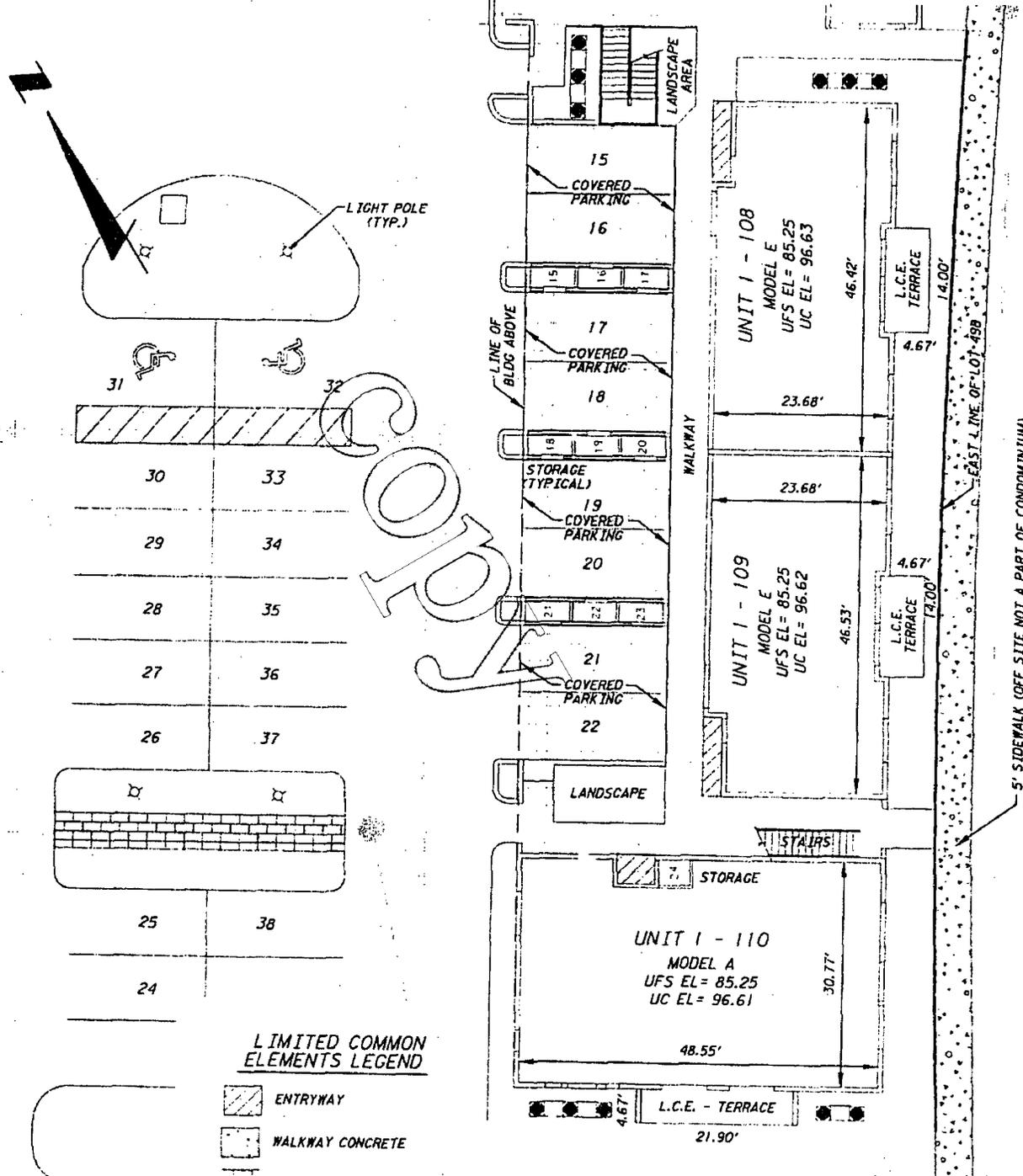
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 Ckd. By: DKK  
 Sheet 5 of 11

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC

### ELEVATIONS

Elevations shown are based upon EXHIBIT B-1  
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 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

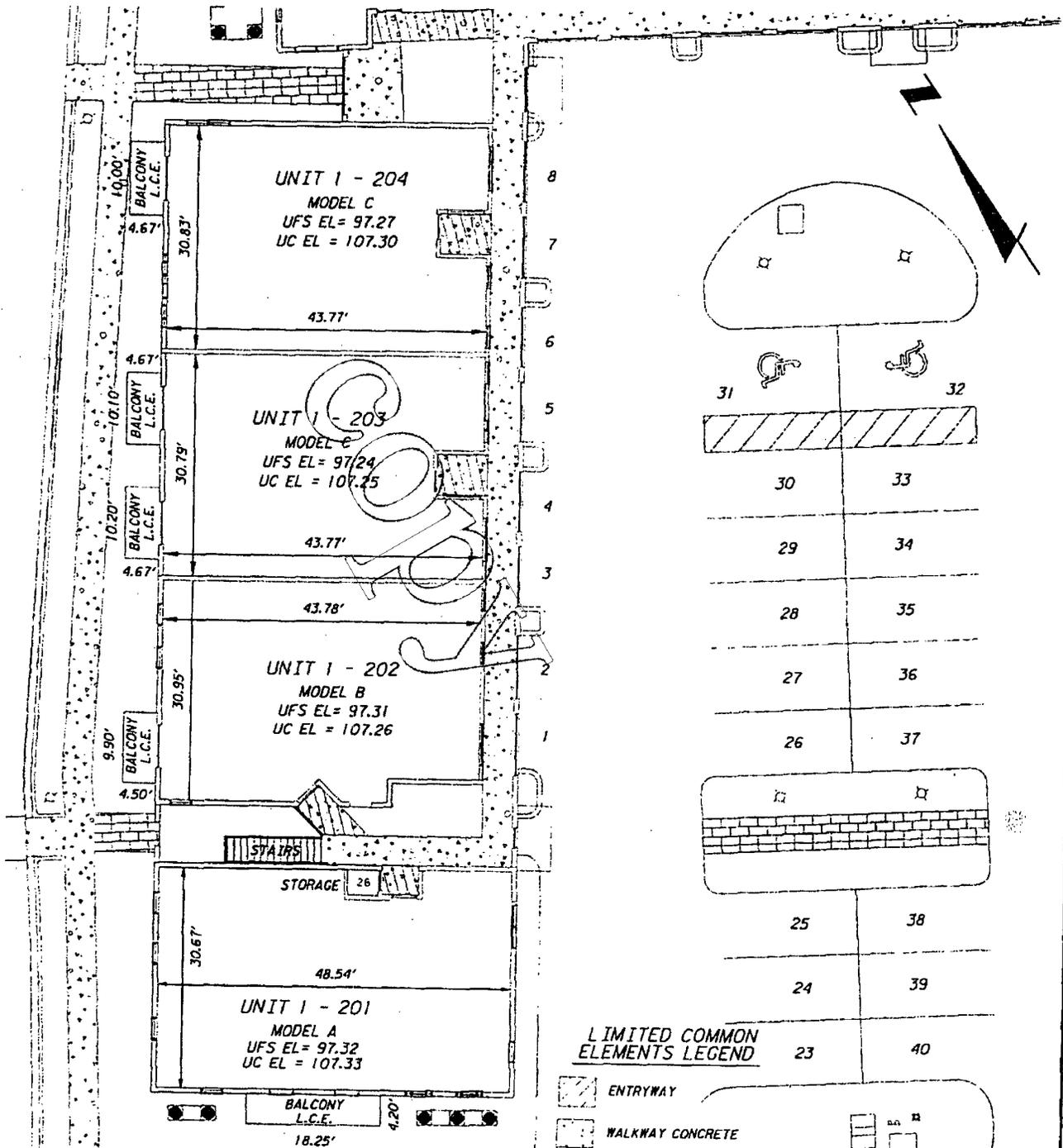
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 Ckd. By: DKK  
 Sheet 6 of 11

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01-NOV-2001 17:34  
**PRS**  
 482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

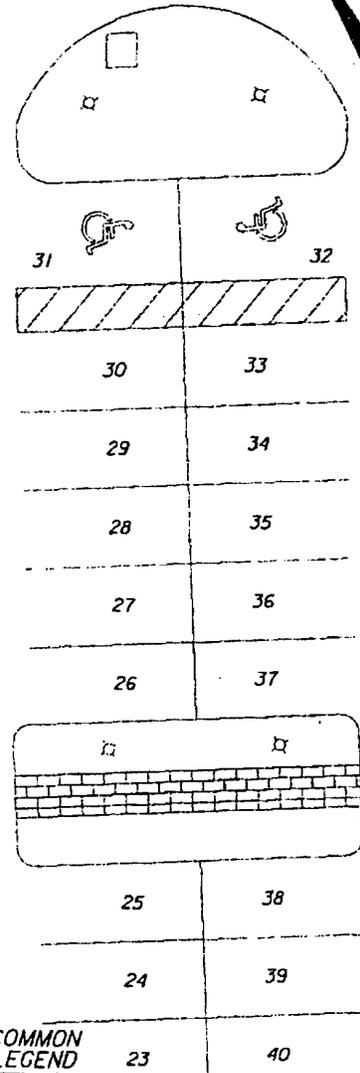
Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT**

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC



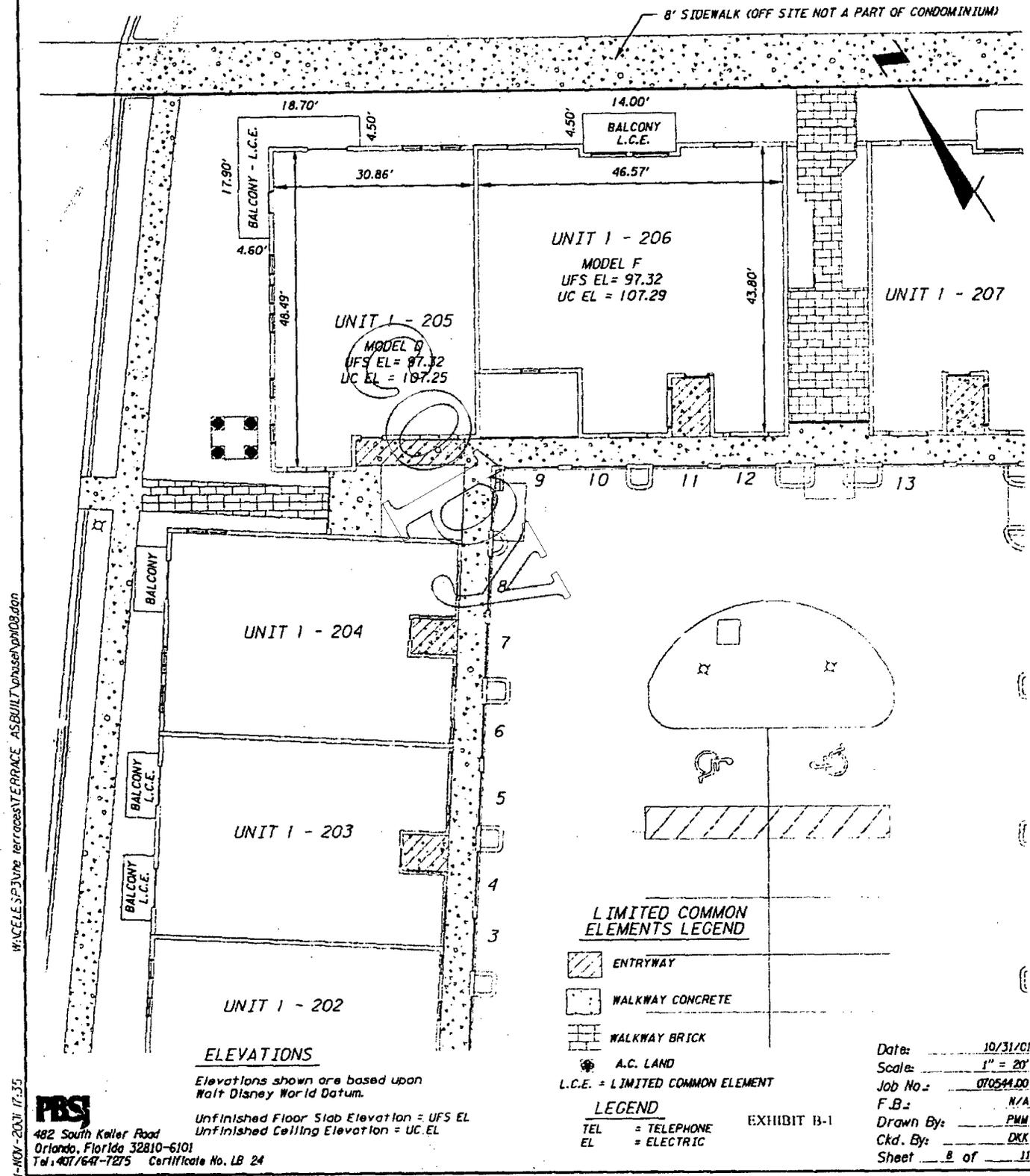
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 Ckd. By: DKK  
 Sheet 7 of 11

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



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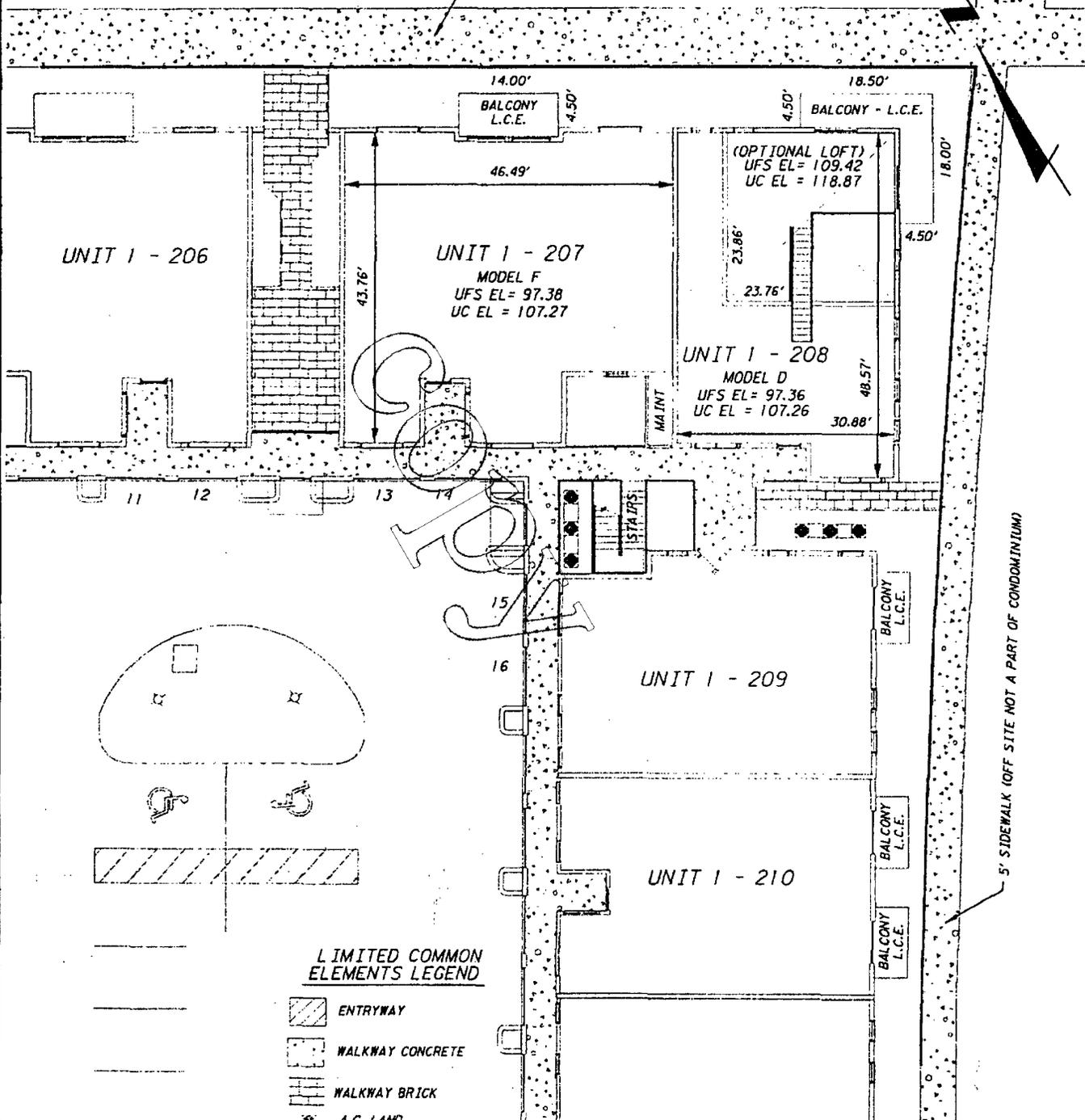
**PBS**  
482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

8' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)



UNIT 1 - 206

UNIT 1 - 207

MODEL F  
UFS EL = 97.38  
UC EL = 107.27

UNIT 1 - 208

MODEL D  
UFS EL = 97.36  
UC EL = 107.26

UNIT 1 - 209

UNIT 1 - 210

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
  - WALKWAY CONCRETE
  - WALKWAY BRICK
  - A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

EXHIBIT B-1

Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
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 Ckd. By: DKK  
 Sheet 9 of 11

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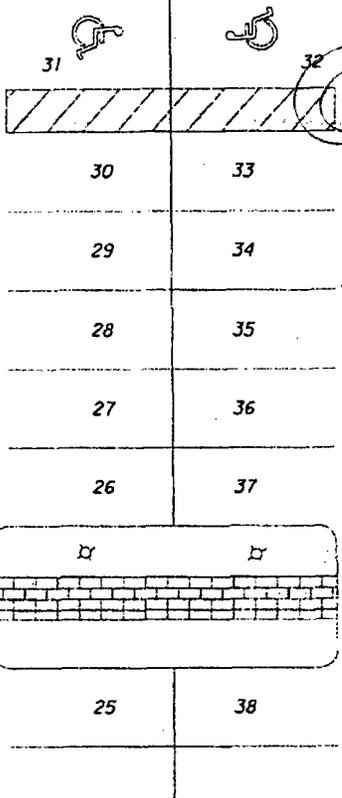
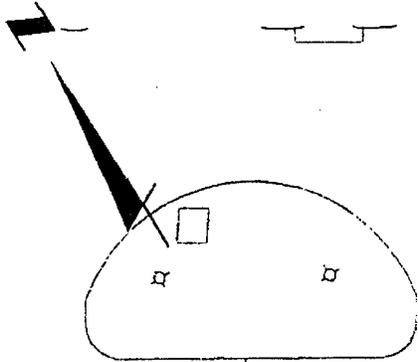
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482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

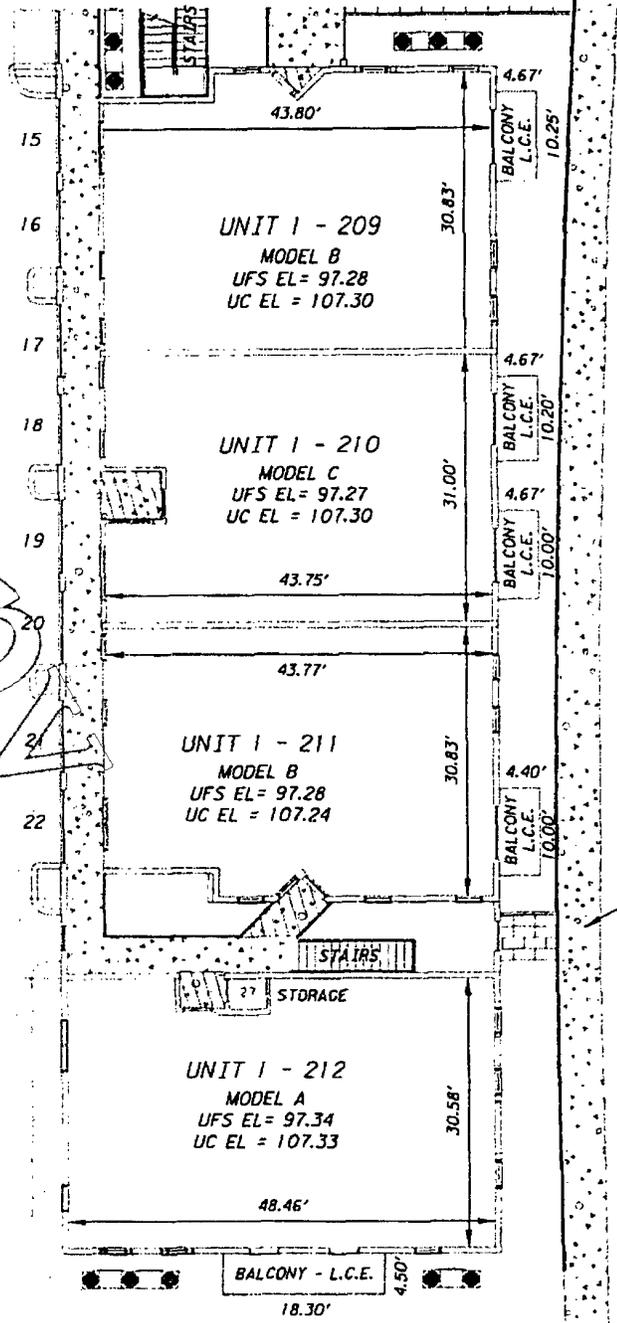


### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY CONCRETE
- WALKWAY BRICK
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC



5' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL  
EXHIBIT B-1

Date: 10/31/01  
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 F.B.: N/A  
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 Ckd. By: DKK  
 Sheet 10 of 11

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01-NOV-2007 17:35

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 1

## NOTES TO SURVEY

### 1. DESCRIPTION OF DWELLING UNITS

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

#### A. Upper Boundaries

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

#### C. Perimetrical Boundaries

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

##### (1) EXTERIOR BUILDINGS WALLS:

The intersecting vertical planes of the innermost unfinished surfaces of the exterior wall of the building bounding such Dwelling Unit.

##### (2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

#### E. Air Conditioning Units

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

#### F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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

WACELESP3VIN: terraces/TERRACE ASBUILTY phases/PHILLIDAN

01 NOV-2001 17:35



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

EXHIBIT B-1

Date: 08/01/00  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JNC  
Sheet 11 of 11

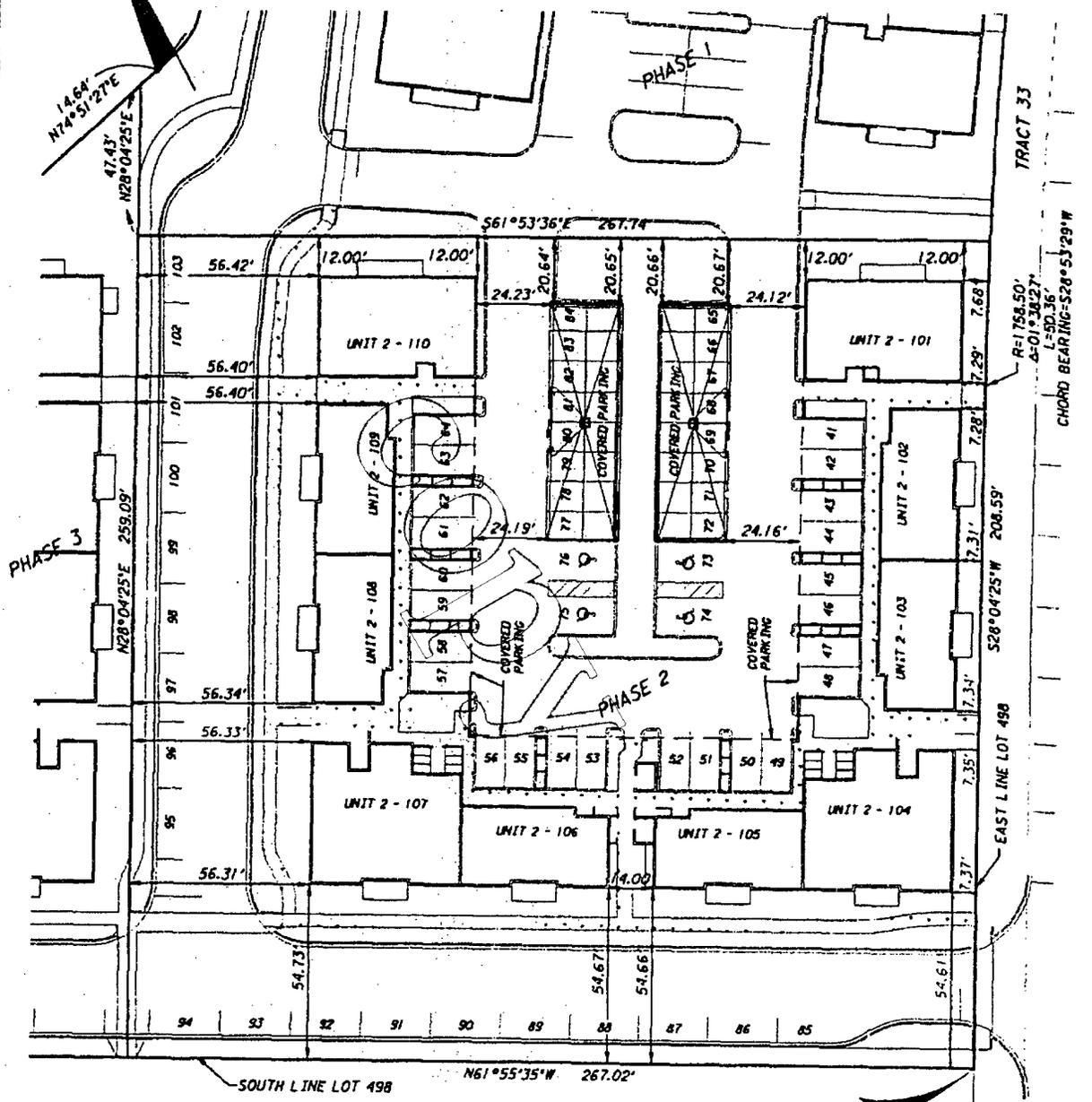
T1

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2,

### PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

OR 1954/1678



CELEBRATION AVENUE

TRACT 1B

P.O.B.  
SE CORNER  
LOT 498

**NOTES:**

1. THIS IS NOT A SURVEY.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
4. BEARINGS ARE BASED IN WALT DISNEY WORLD DATUM AND THE NORTHEASTERLY LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, S RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING S57°42'13"E.

EXHIBIT B-2

Date: 8/02/00  
 Scale: 1"=50'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: MC  
 Sheet 1 of 15



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/644-7275 Certificate No. LB 24

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7 THE TERRACES AT CELEBRATION, A CONDOMINIUM

CL 2001164099

OR 1954/1679

PHASE 2  
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 498, thence N.61°55'35"W. along the South line of said Lot 498, for 267.02 feet; thence N.28°04'25"E. for 259.09 feet; thence S.60°26'01"E. for 267.70 feet to a point on the East line of said Lot 498, said point being on a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 1758.50 feet, and a chord bearing of S.28°53'39"W., through a central angle of 01°38'27", for 50.36 feet; thence S.28°04'25"W. for 208.59 feet to the POINT OF BEGINNING.

Containing 1.588 acres (69173 square feet), more or less.

1074

EXHIBIT B-2

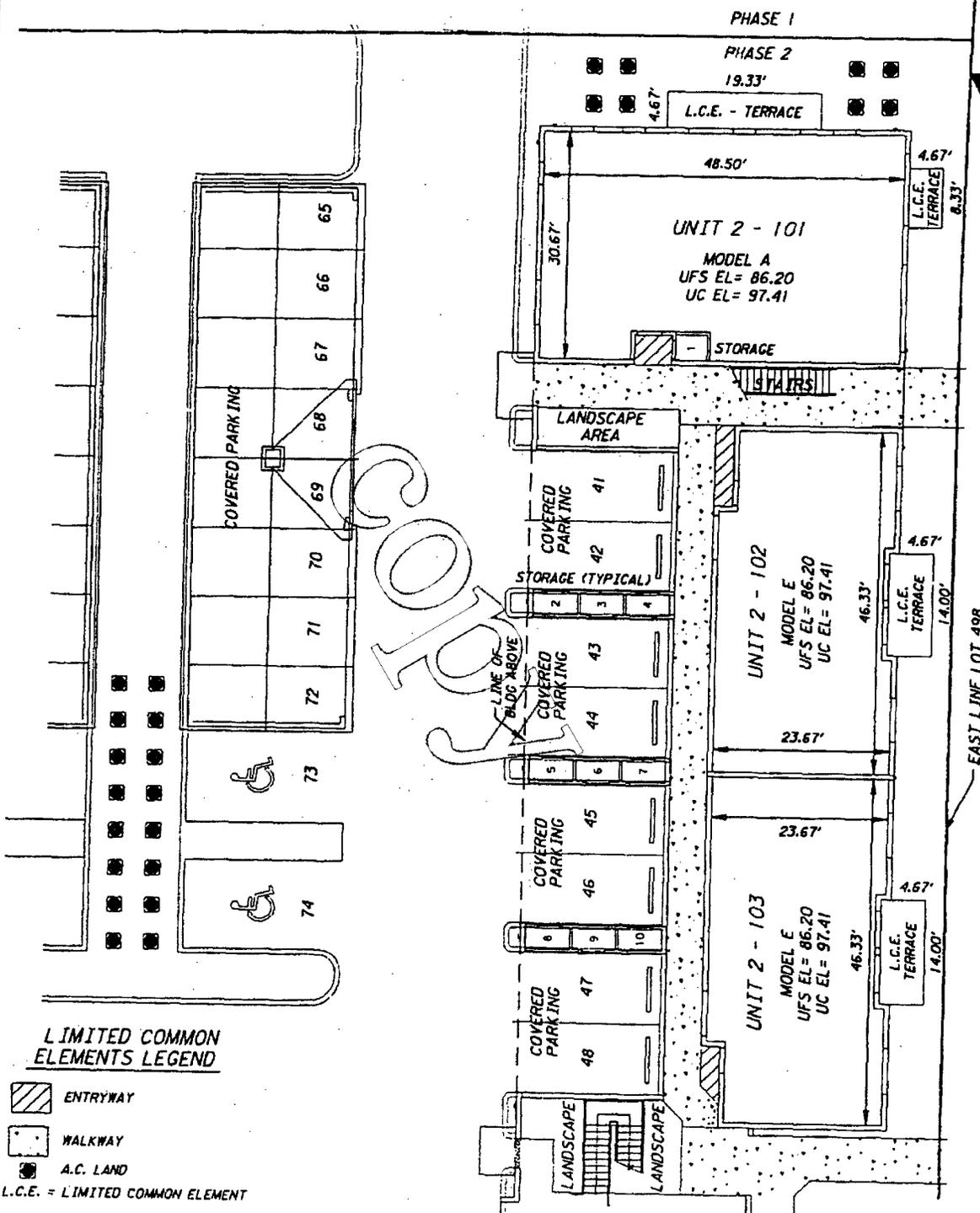
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Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JVC  
Sheet 2 of 15



1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 1st Floor PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 08/02/00  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
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Ckd. By: NC  
Sheet 3 of 15

EXHIBIT B-2

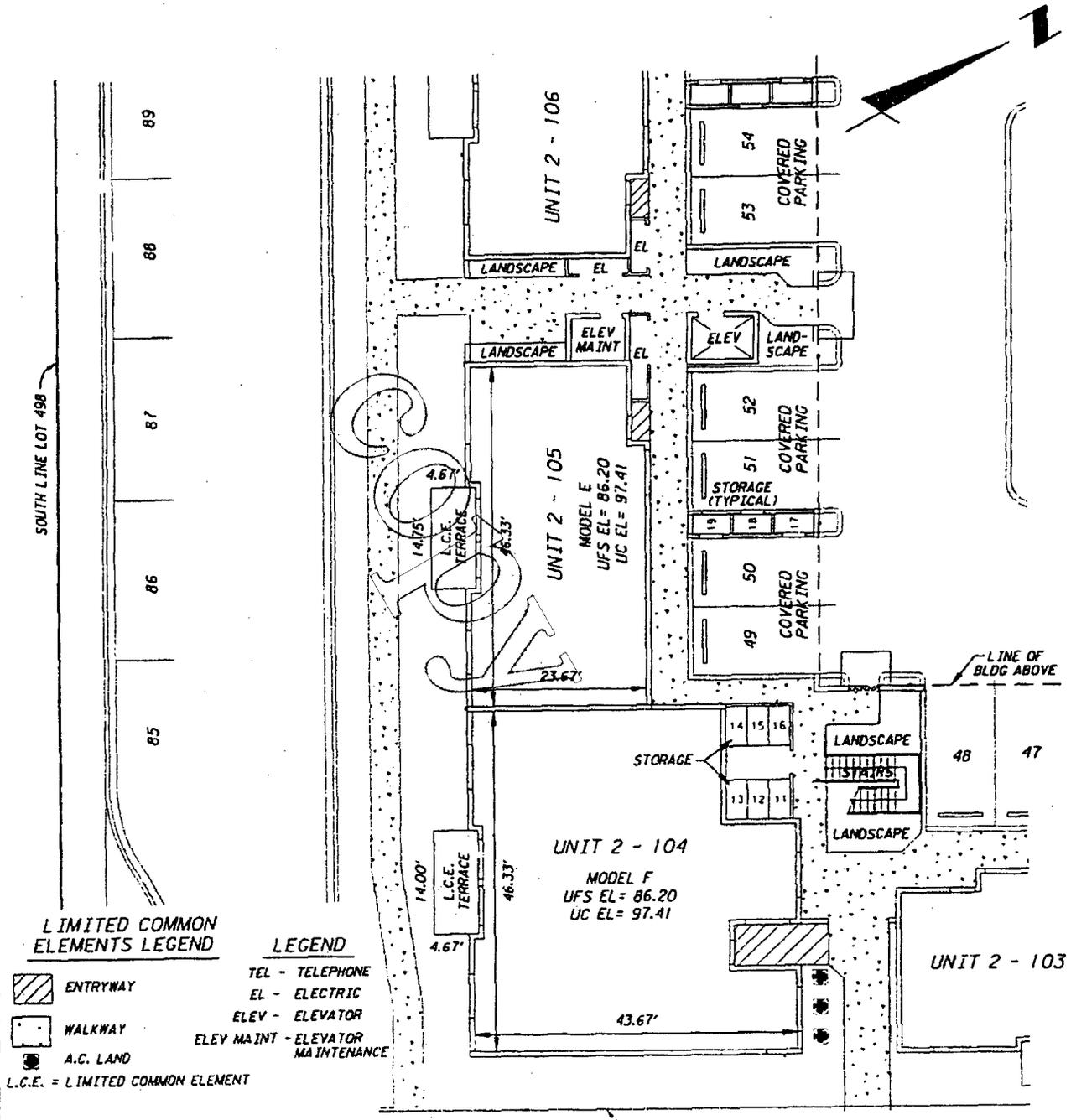
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**PBSJ**  
1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/641-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 1st Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 200116-099

OR 1954/1681



LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC
- ELEV - ELEVATOR
- ELEV MAINT - ELEVATOR MAINTENANCE

ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

Date: 08/02/00  
 Scale: 1" = 20'  
 Job No.: 0705M.DD  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JC  
 Sheet 4 of 15

EXHIBIT B-2



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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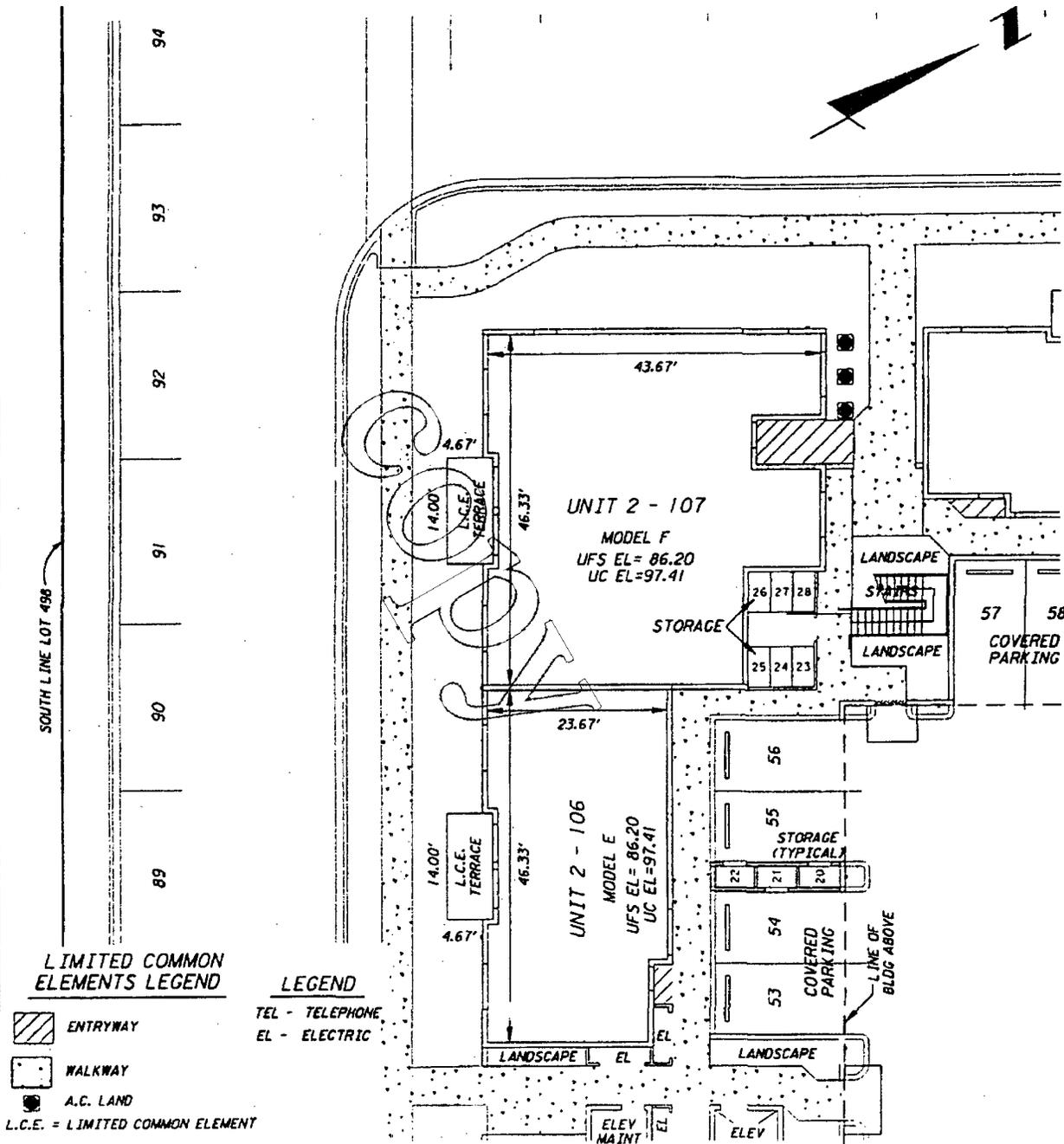
THE TERRACES AT CELEBRATION, A CONDOMINIUM

CFN#2001164099

OR 1954/1682

PHASE 2, 1st Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC

ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 08/02/00  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: MC  
Sheet 5 of 15

EXHIBIT B-2



1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/641-7275 Certificate No. LB 24

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**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 2, 1st Floor**

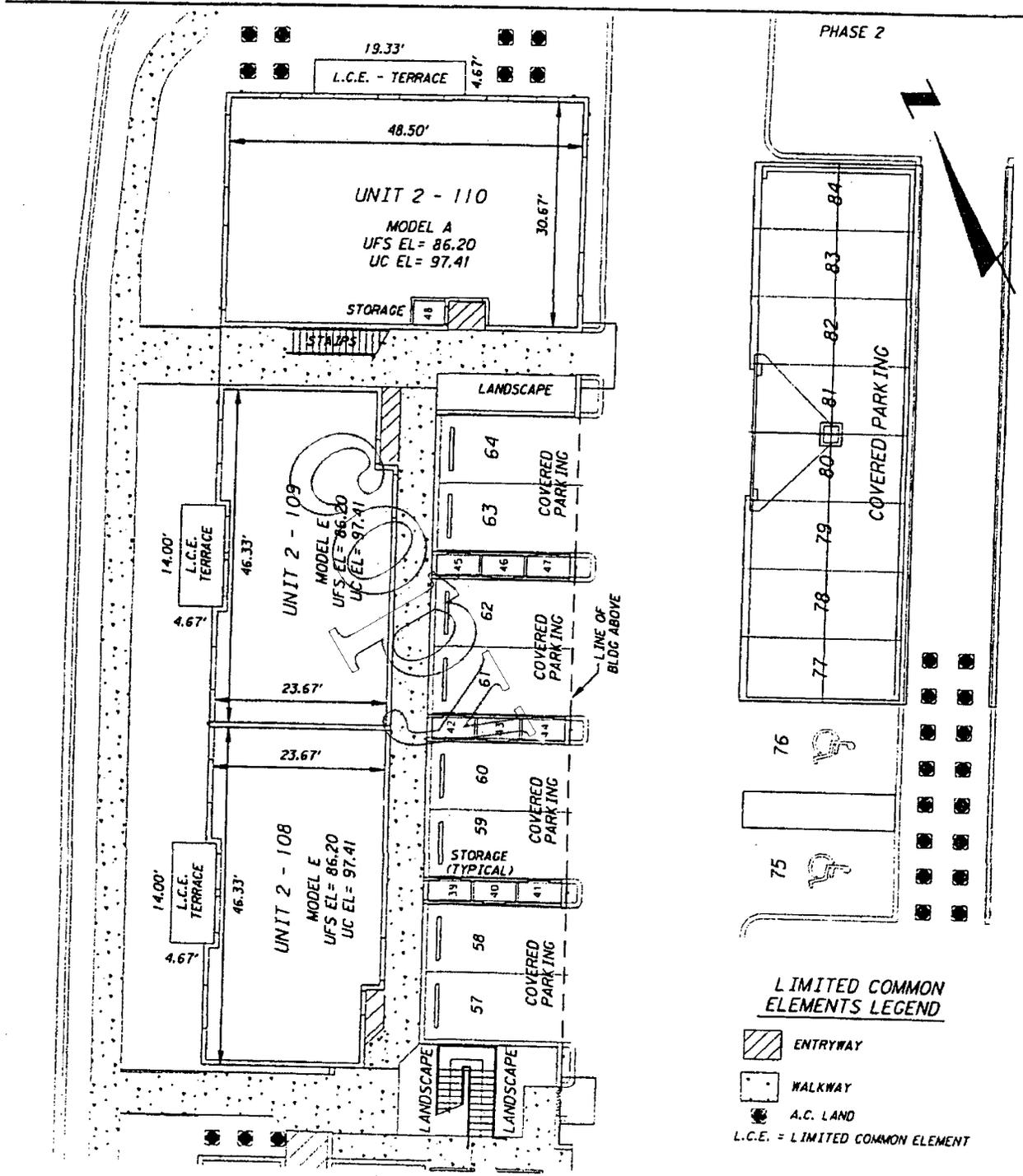
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OR 1954/1683

**PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

PHASE 1

PHASE 2



**LIMITED COMMON ELEMENTS LEGEND**

-  ENTRYWAY
  -  WALKWAY
  -  A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**ELEVATIONS**

Elevations shown are based upon  
Walt Disney World Datum.  
Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 08/02/00  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JMC  
Sheet 6 of 15

EXHIBIT B-2

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**PBS**  
1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/641-7275 Certificate No. LB 24

**THE TERRACES AT CELEBRATION, A CONDOMINIUM**  
**PHASE 2, 2nd Floor**

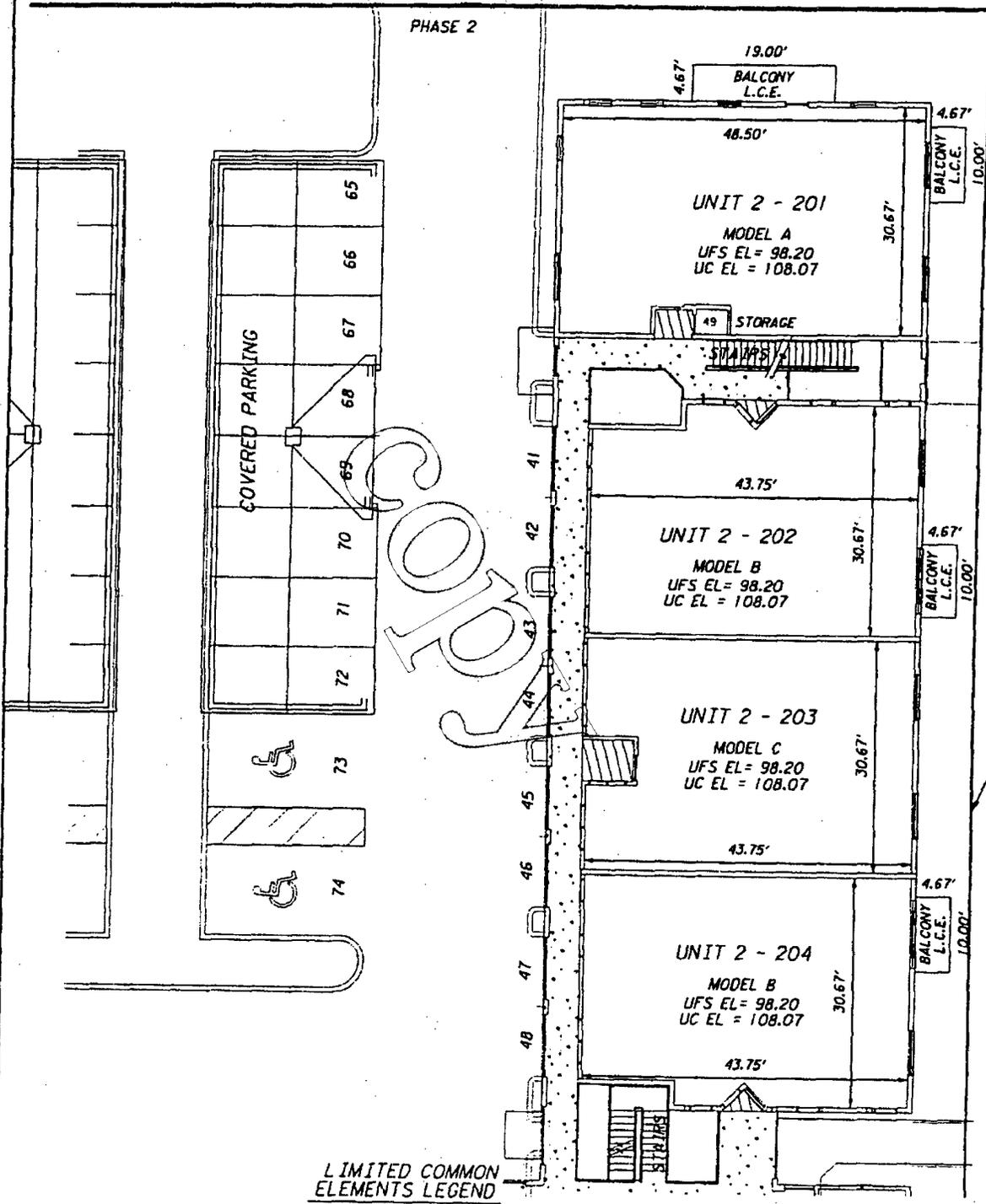
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OR 1954/1684

**PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**

PHASE 1

PHASE 2



**LIMITED COMMON ELEMENTS LEGEND**

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**ELEVATIONS**

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

EXHIBIT B-2

Date: 8/02/00  
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 Ckd. By: JVC  
 Sheet 7 of 15

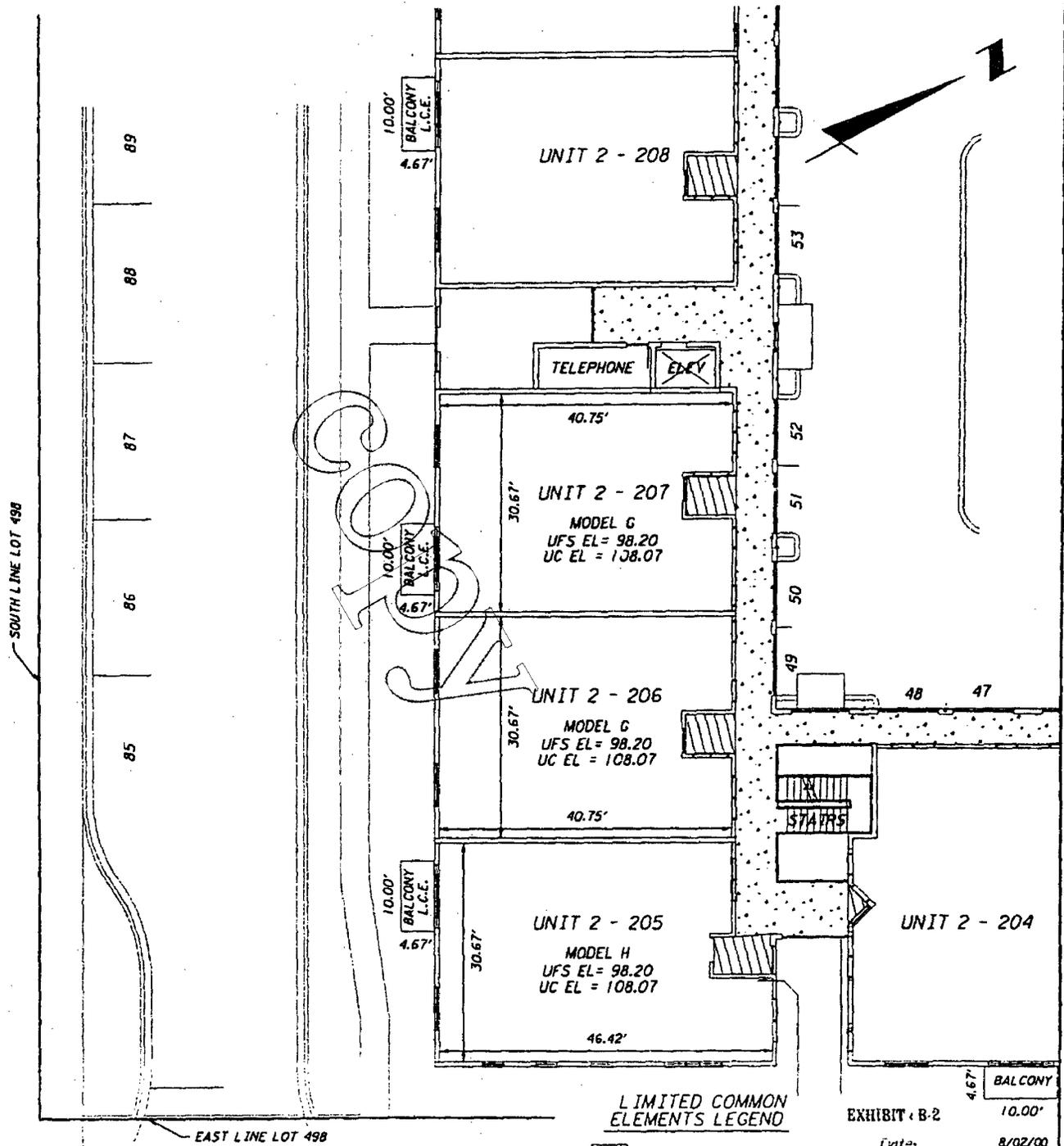
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 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 2nd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OR 1954/1685



**ELEVATIONS**

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT B-2

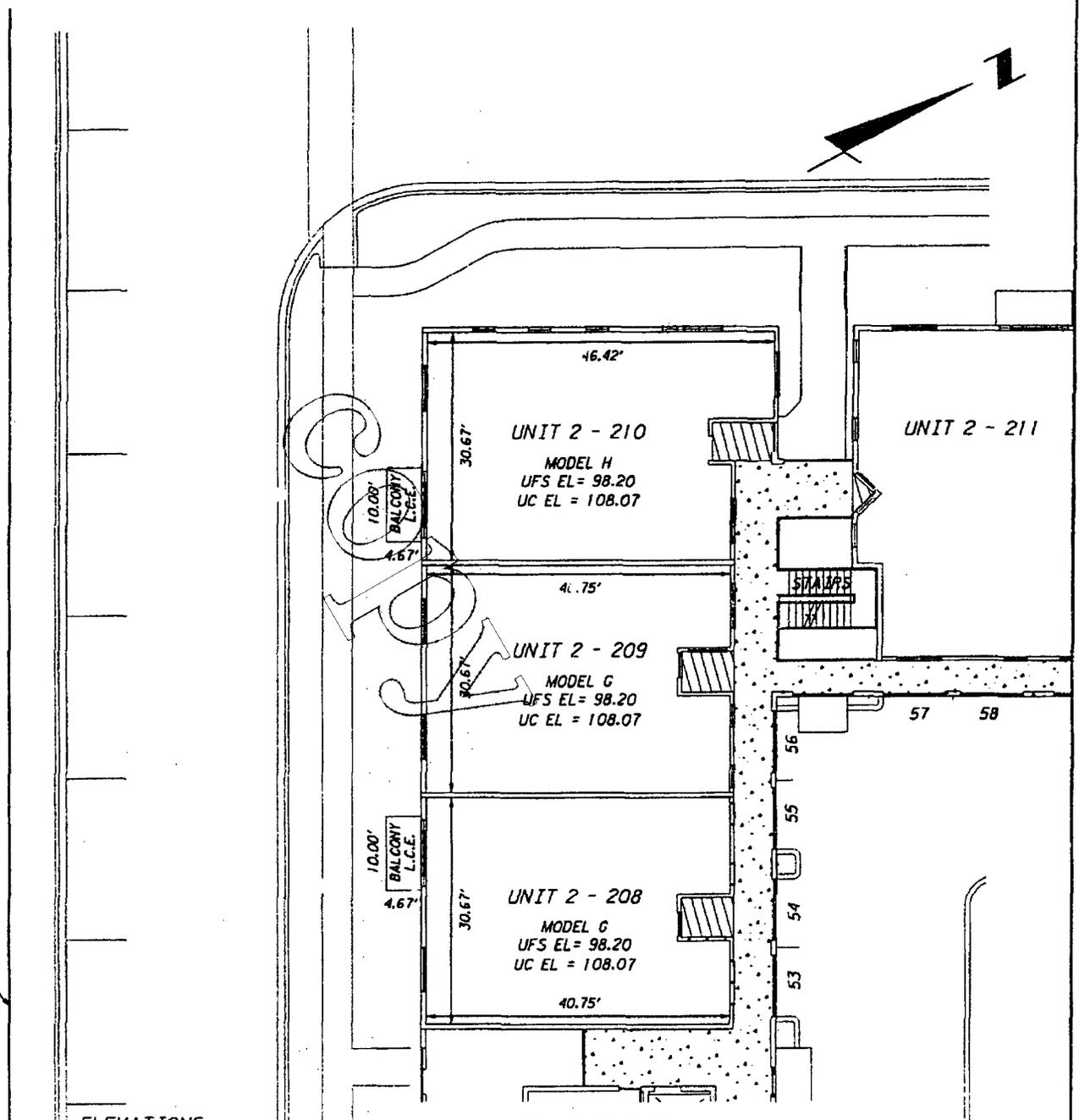
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 Ckd. By: JYC  
 Sheet B of 15



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/641-7275 Certificate No. LB 24

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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 2nd Floor PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevations = UC EL

### LIMITED COMMON ELEMENTS LEGEND

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT B-2

Date: 8/02/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: n/a  
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 Ckd. By: JVC  
 Sheet 9 of 15



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

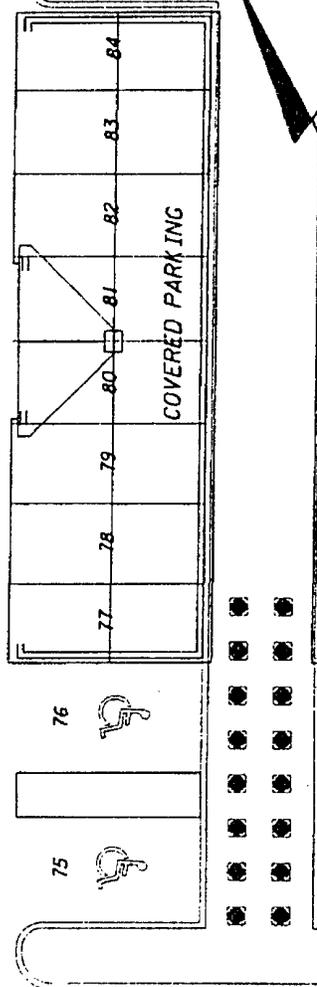
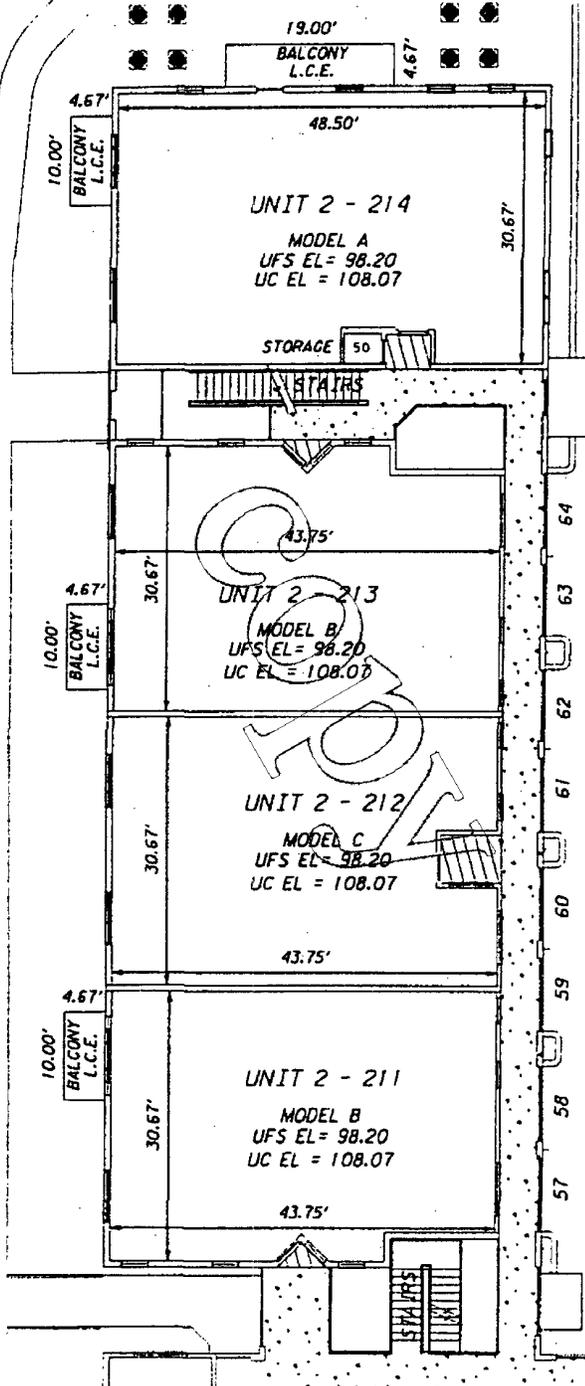
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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 2nd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

PHASE 1

PHASE 2



**ELEVATIONS**

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevations = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT B-2**

Date: 8/02/00  
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 Job No.: 070544.00  
 F.B.: IVQ  
 Drawn By: HEB  
 Ckd. By: JVC  
 Sheet 10 of 15

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1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/641-7275 Certificate No. LB 24

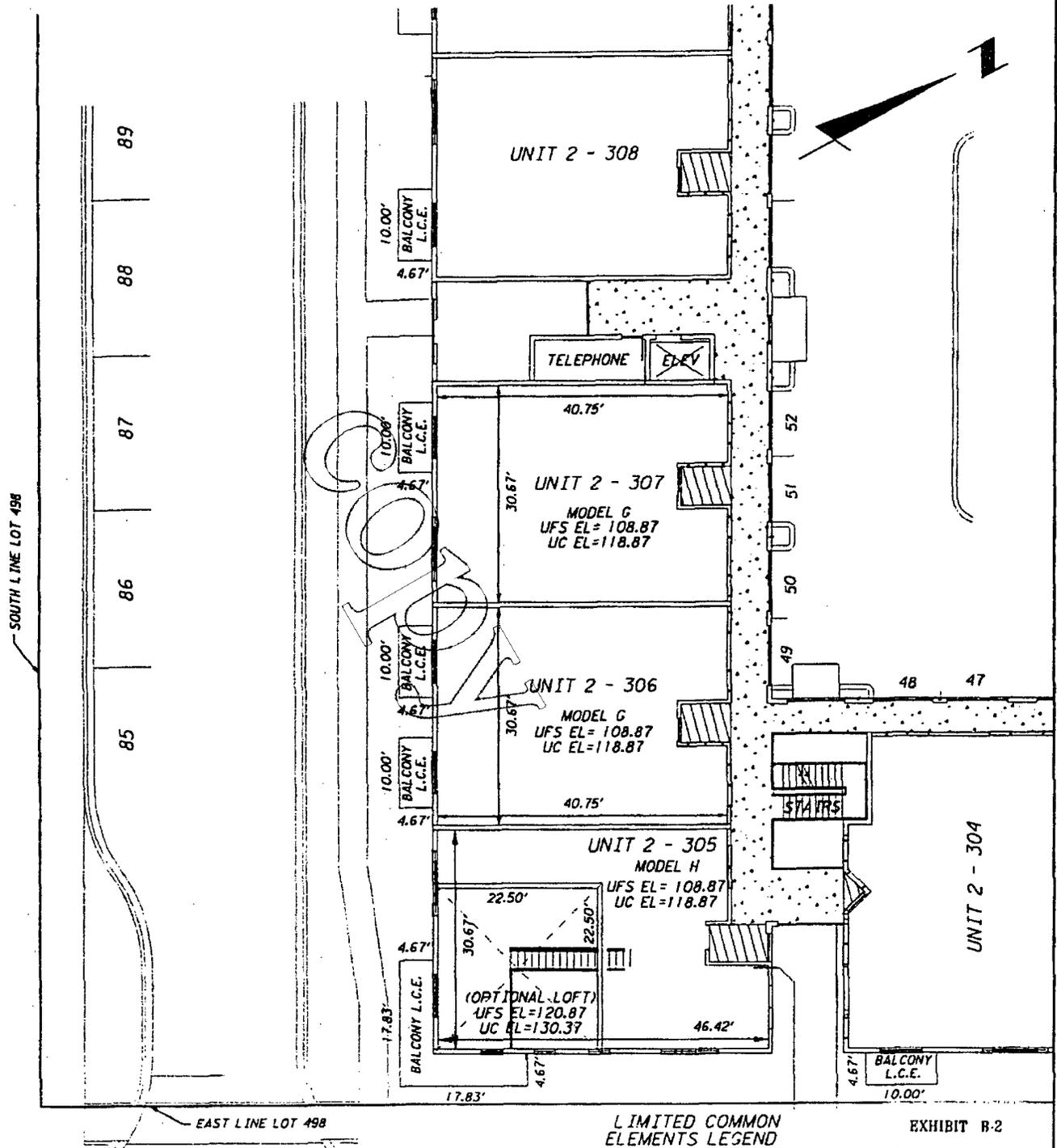


THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 3rd Floor

CL 2001164099

GR 1954/1689

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**ELEVATIONS**

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT B-2**

Date: 8/02/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HER  
 Ckd. By: [Signature]  
 Sheet 12 of 15



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

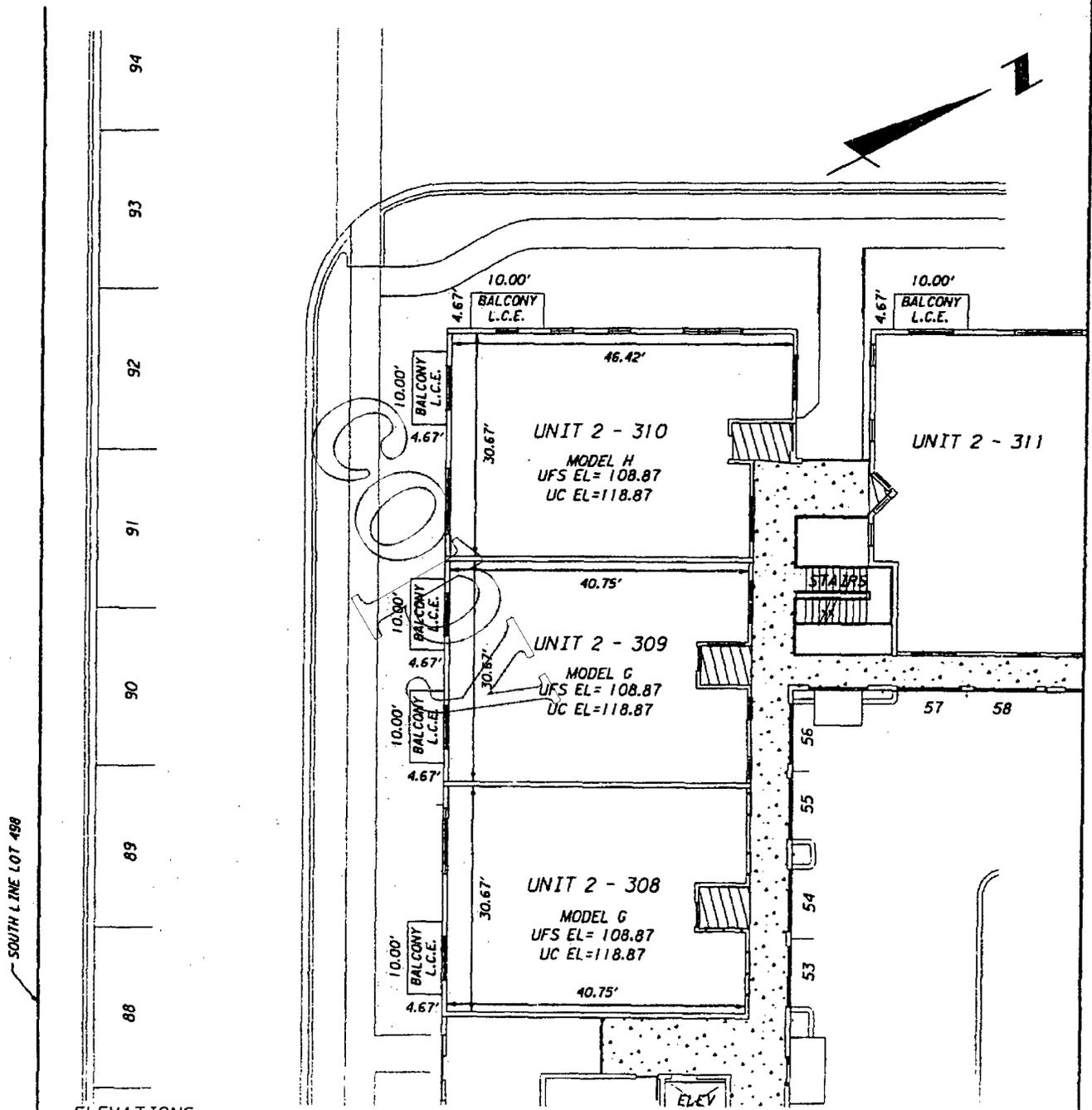
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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 3rd Floor

CL 2001164099

DR 1954/1690

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**ELEVATIONS**

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON  
 ELEMENTS LEGEND**

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT B-2**

Date: 8/02/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JVC  
 Sheet 13 of 15

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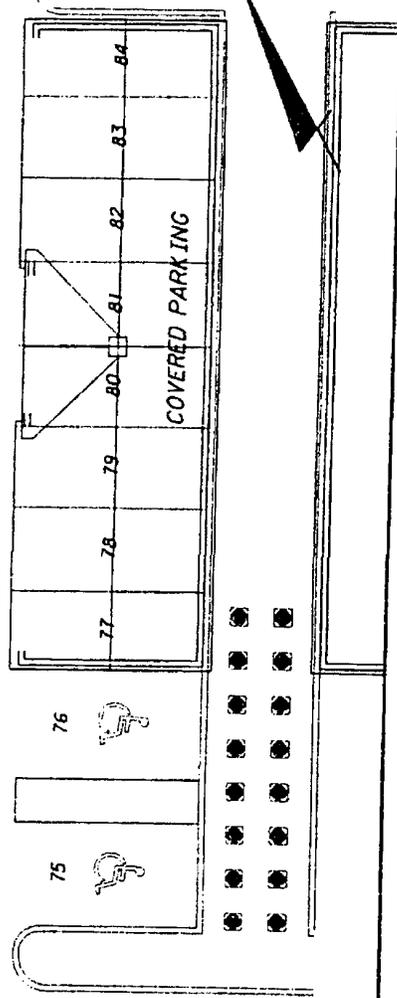
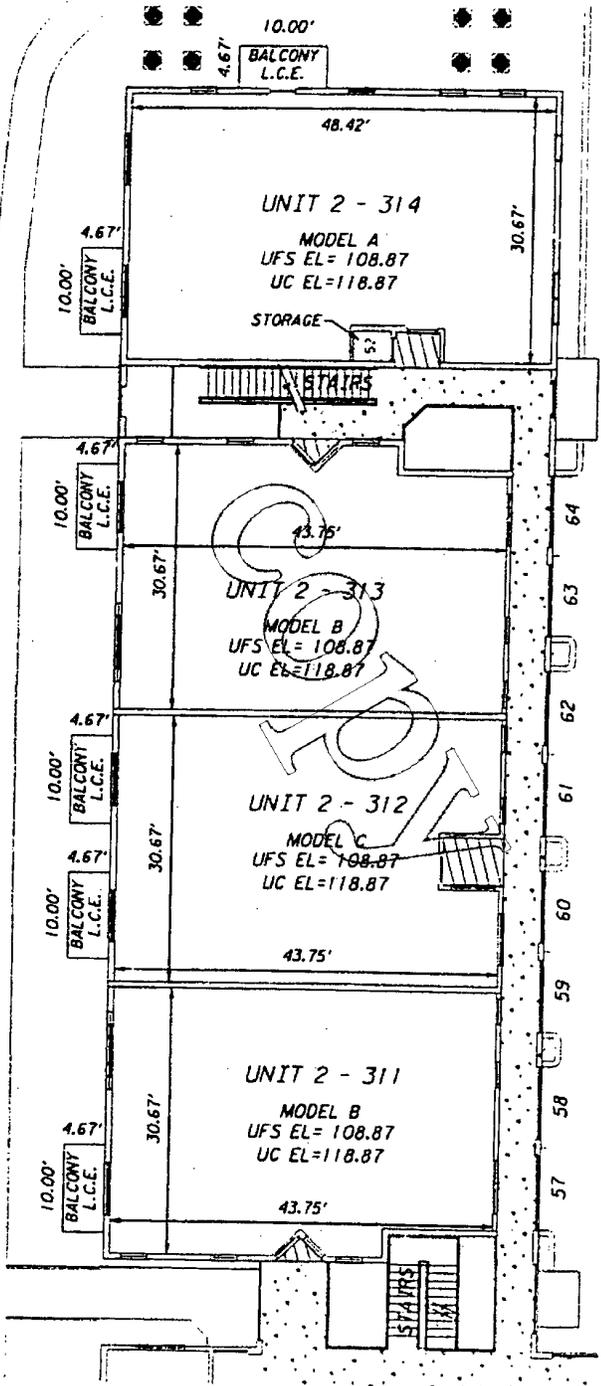
1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 2, 3rd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

2001164099

DR 1954/1691

PHASE 1  
 PHASE 2



LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

EXHIBIT B-2

Date: 8/02/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JC  
 Sheet 14 of 15

**PBSJ**  
 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 2

CL 2001164099

OR 1954/1692

NOTES TO SURVEY

1. DESCRIPTION OF DWELLING UNITS

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

A. Upper Boundaries

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

C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

(2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

E. Air Conditioning Units

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

F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ('A/C Land') are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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



1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

Date: 08/02/00  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JVC  
Sheet 15 of 15

EXHIBIT B-2



THE TERRACES AT CELEBRATION, A CONDOMINIUM

CL 2001164099

OR 1954/1694

PHASE 3  
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 498; thence N.61°55'35"W. along the South line of said lot 498 for 267.02 feet to the Point of Beginning; thence continue along said South line of said lot 498 N.61°55'35"W. for 213.18 feet; thence continue along said South line S.58°48'46"W. for 83.63 feet to the Southwesterly line of said Lot 498; thence N.31°11'15"W. along said Southwesterly line for 74.15 feet; thence leaving said Southwesterly line run N.58°48'45"E. for 106.65 feet; thence N.09°05'31"E. for 33.46 feet; thence N.69°34'15"W. for 9.57 feet; thence N.20°24'03"E. for 43.55 feet to the Northwesterly line of said Lot 498; thence along said Northwesterly line for the following eight courses: S.55°50'02"E. for 9.80 feet; thence N.62°42'46"E. for 59.78 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.48°12'17"E., through a central angle of 41°46'19", for 18.23 feet to the point of tangency; thence S.69°05'27"E. for 68.99 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 33°43'59", for 14.72 feet to the point of tangency; thence N.77°10'34"E. for 34.95 feet; thence S.88°15'01"E. for 32.14 feet; thence N.74°51'27"E. for 103.51 feet; thence leaving said Northwesterly line of Lot 498, S.28°04'25"W. for 306.52 feet to the POINT OF BEGINNING.

Containing 1.466 acres (63838 square feet), more or less.

10/14

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1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/641-7275 Certificate No. LB 24

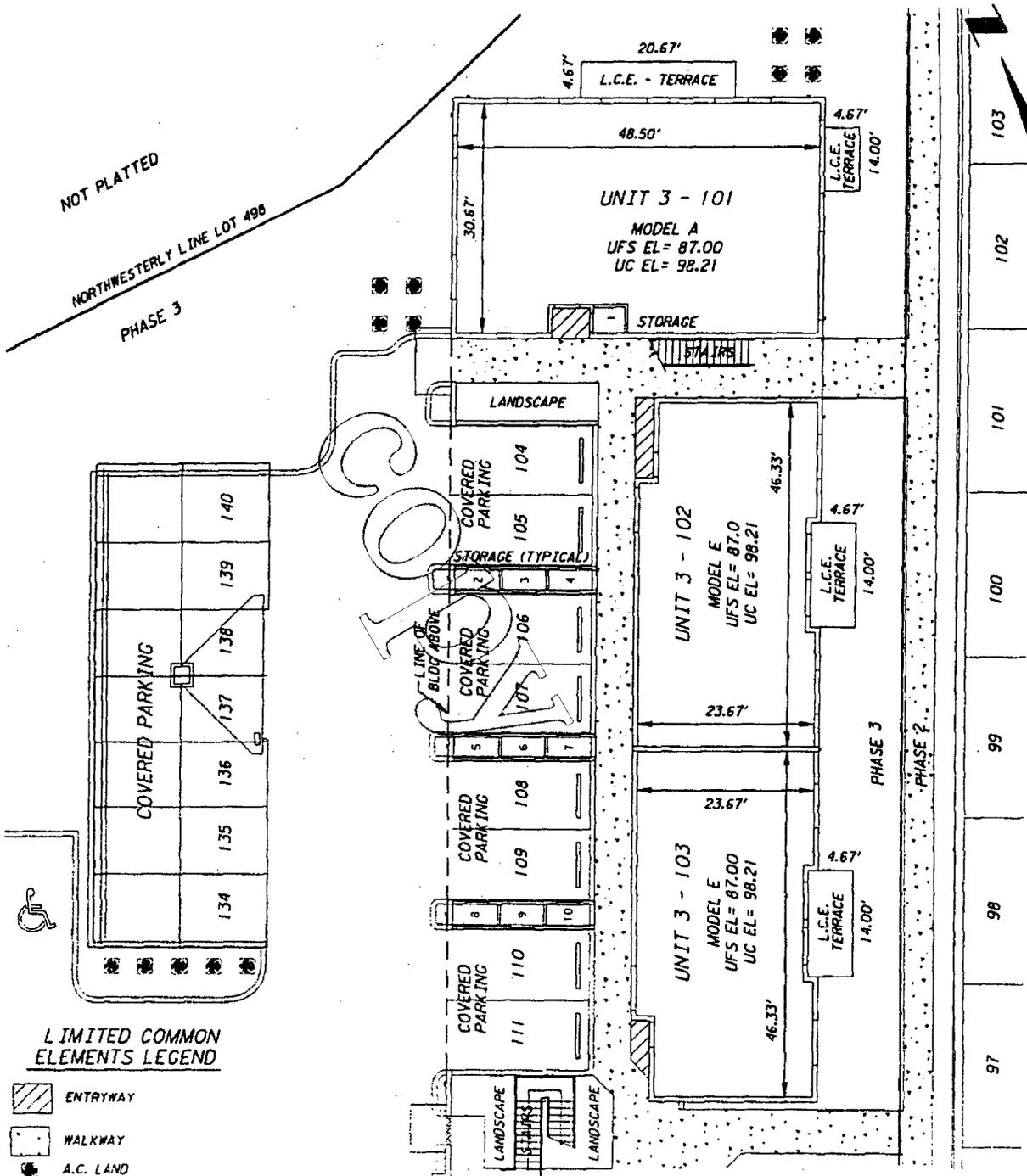
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Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
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Ckd. By: JVC  
Sheet 2 of 12

EXHIBIT B-3

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 3, 1st Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OF 1954/1695



NOT PLATTED

NORTHWESTERLY LINE LOT 498  
 PHASE 3

LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

ELEVATIONS

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

EXHIBIT B-3

Date: 08/10/00  
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 Ckd. By: JVC  
 Sheet 3 of 12

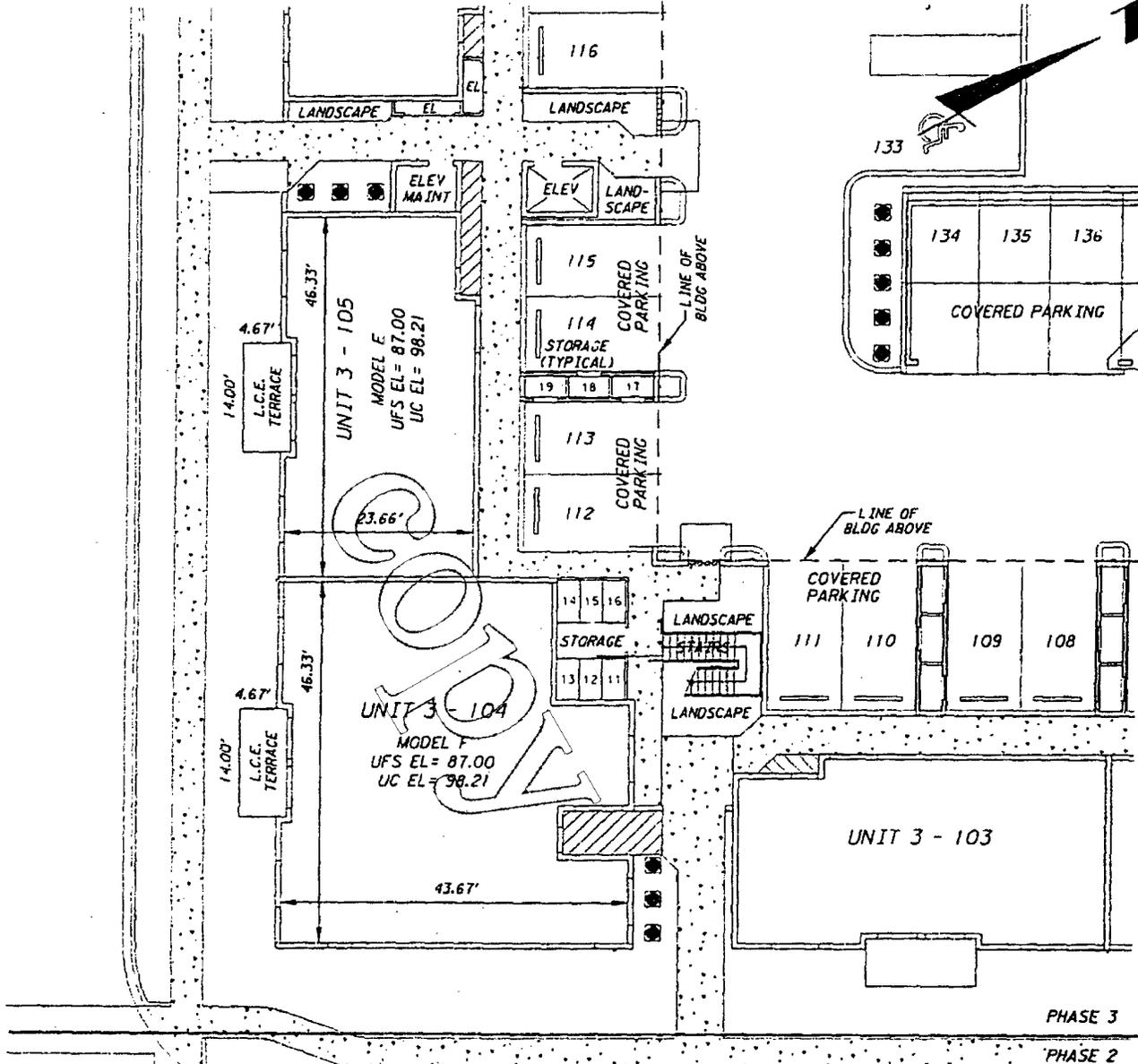
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**PBS**  
 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/641-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 3, 1st Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OR 1954/1696



LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC
- ELEV - ELEVATOR
- ELEV MAINT - ELEVATOR MAINTENANCE

96                      97                      98                      99

ELEVATIONS

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

EXHIBIT B-3

Date: 08/10/00  
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 Sheet 4 of 12



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

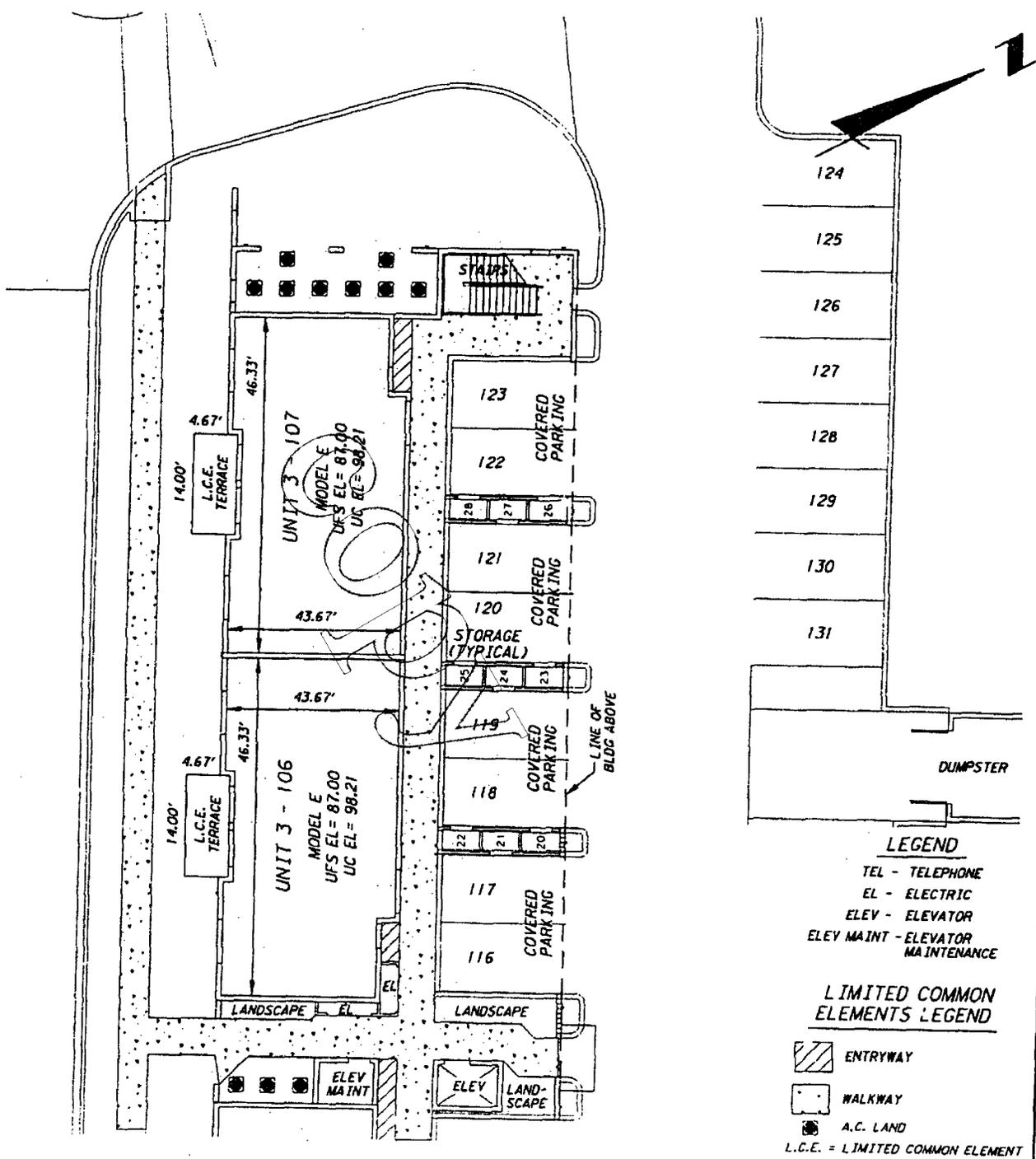
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**THE TERRACES AT CELEBRATION, A CONDOMINIUM**  
**PHASE 3, 1st Floor**

CL 2001164099

OR 1954/1697

**PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



**LEGEND**

- TEL - TELEPHONE
- EL - ELECTRIC
- ELEV - ELEVATOR
- ELEV MAINT - ELEVATOR MAINTENANCE

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**ELEVATIONS**

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

Date: 08/10/00  
 Scale: 1" = 20'  
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 Ckd. By: JVC  
 Sheet 5 of 12

EXHIBIT B-3

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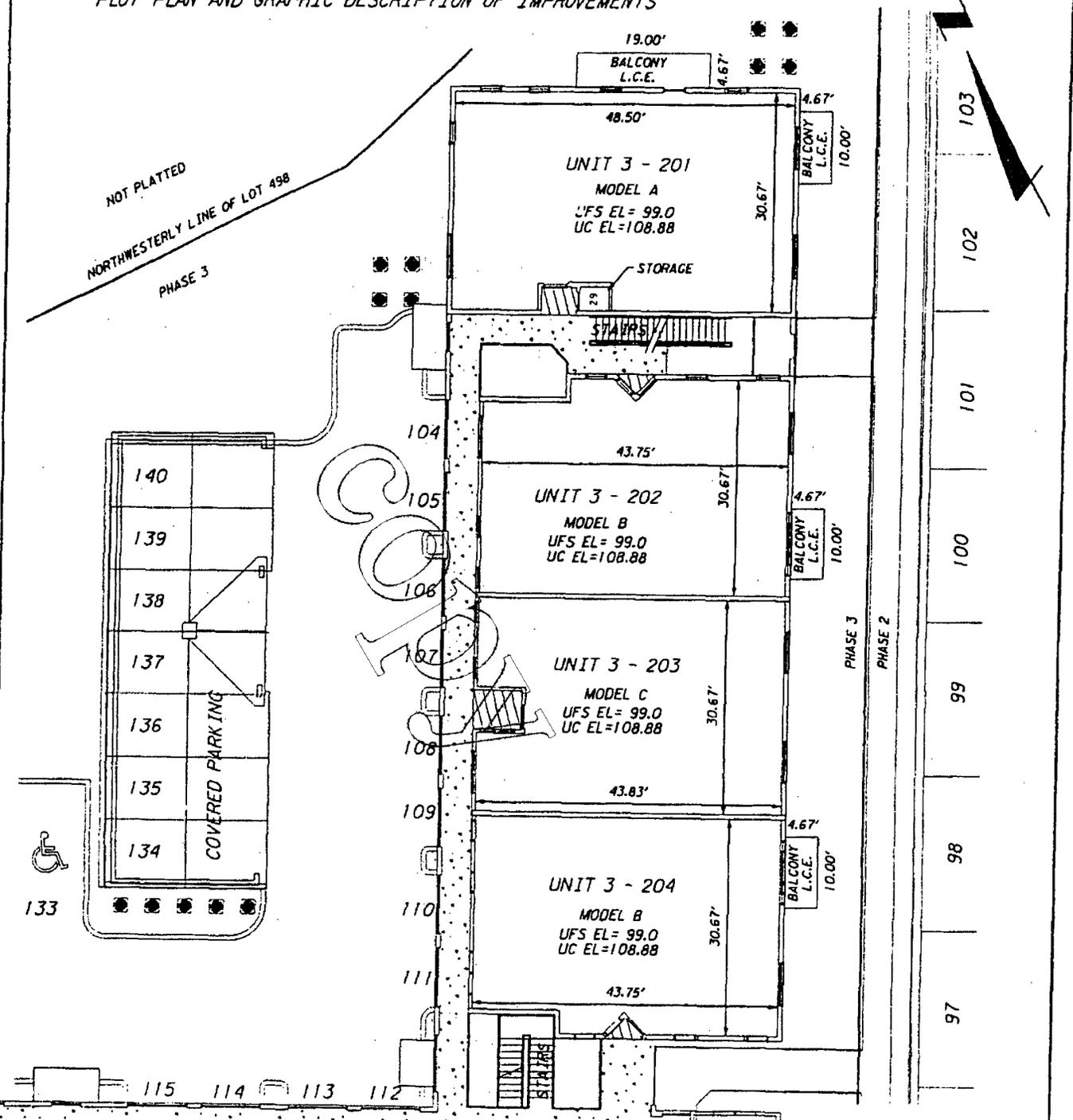
**PBS**  
 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 3, 2nd Floor

CL 2001164099

OR 1954/1698

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

EXHIBIT B-3

Date: 08/10/00  
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 Ckd. By: JMC  
 Sheet 6 of 12

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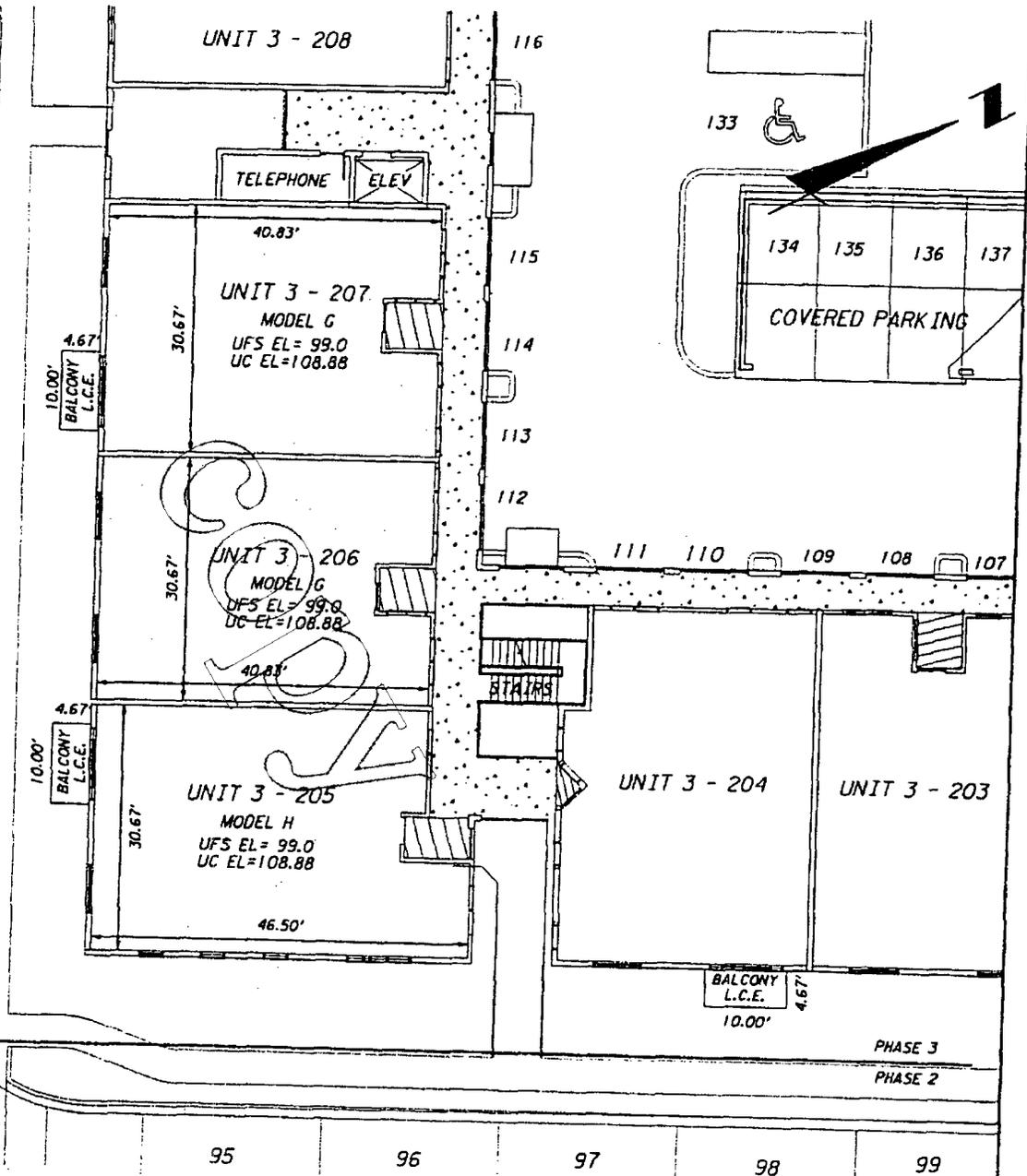


1560 Grange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 3, 2nd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

DL 2001164099

08/10/00



**ELEVATIONS**

Elevations shown are based upon  
 Walt Disney World Datum.  
 Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevations = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT B-3**

Date: 08/10/00  
 Scale: 1" = 20'  
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 F.B.: N/A  
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 Ckd. By: JVC  
 Sheet 7 of 12



1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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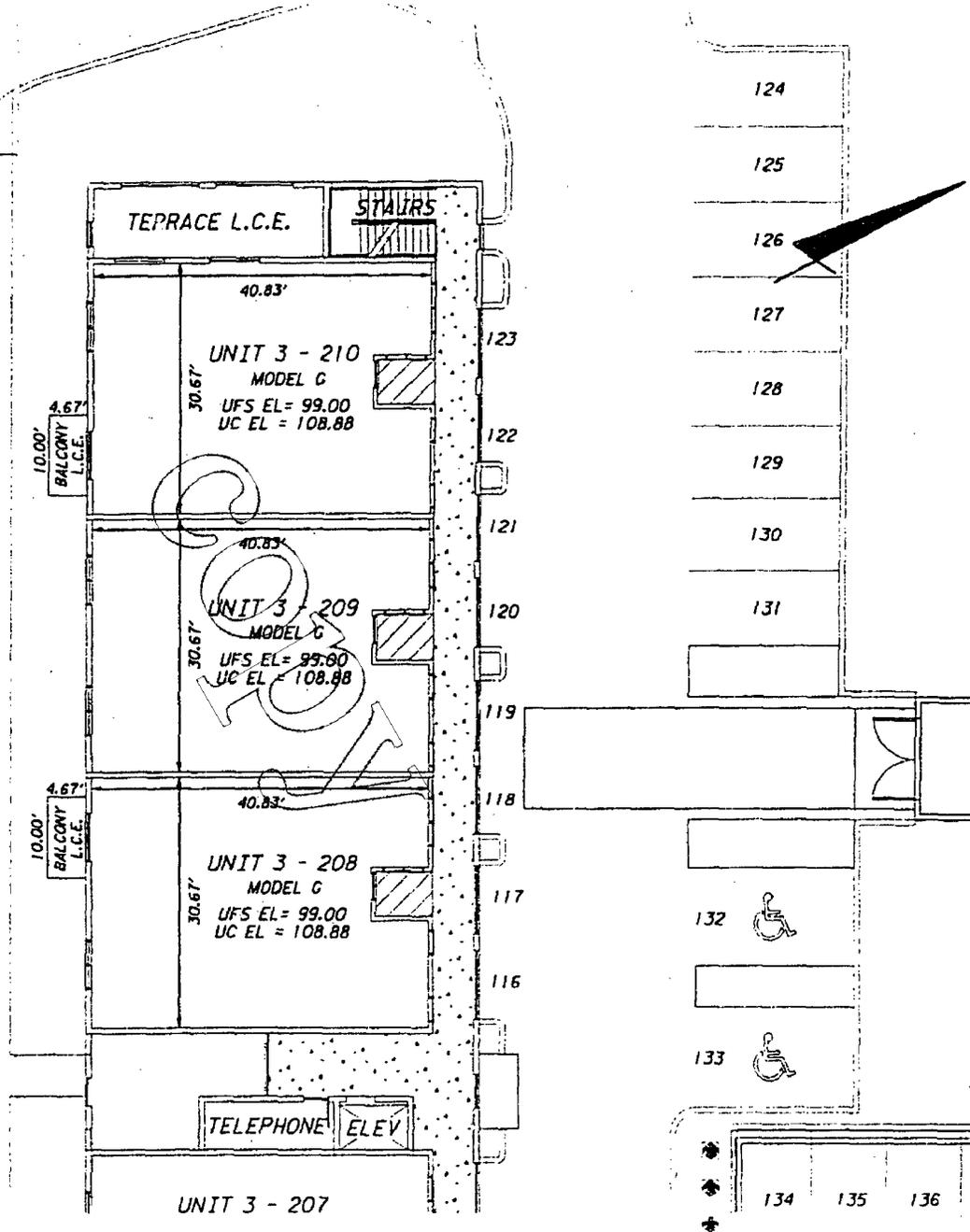
THE TERRACES AT CELEBRATION, A CONDOMINIUM

DL 2001154099

DR 1954/1700

PHASE 3, 2nd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevations = UC EL

LIMITED COMMON  
ELEMENTS LEGEND

ENTRYWAY

WALKWAY

A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT B-3

Date: 08/10/00  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JC  
Sheet 9 of 12

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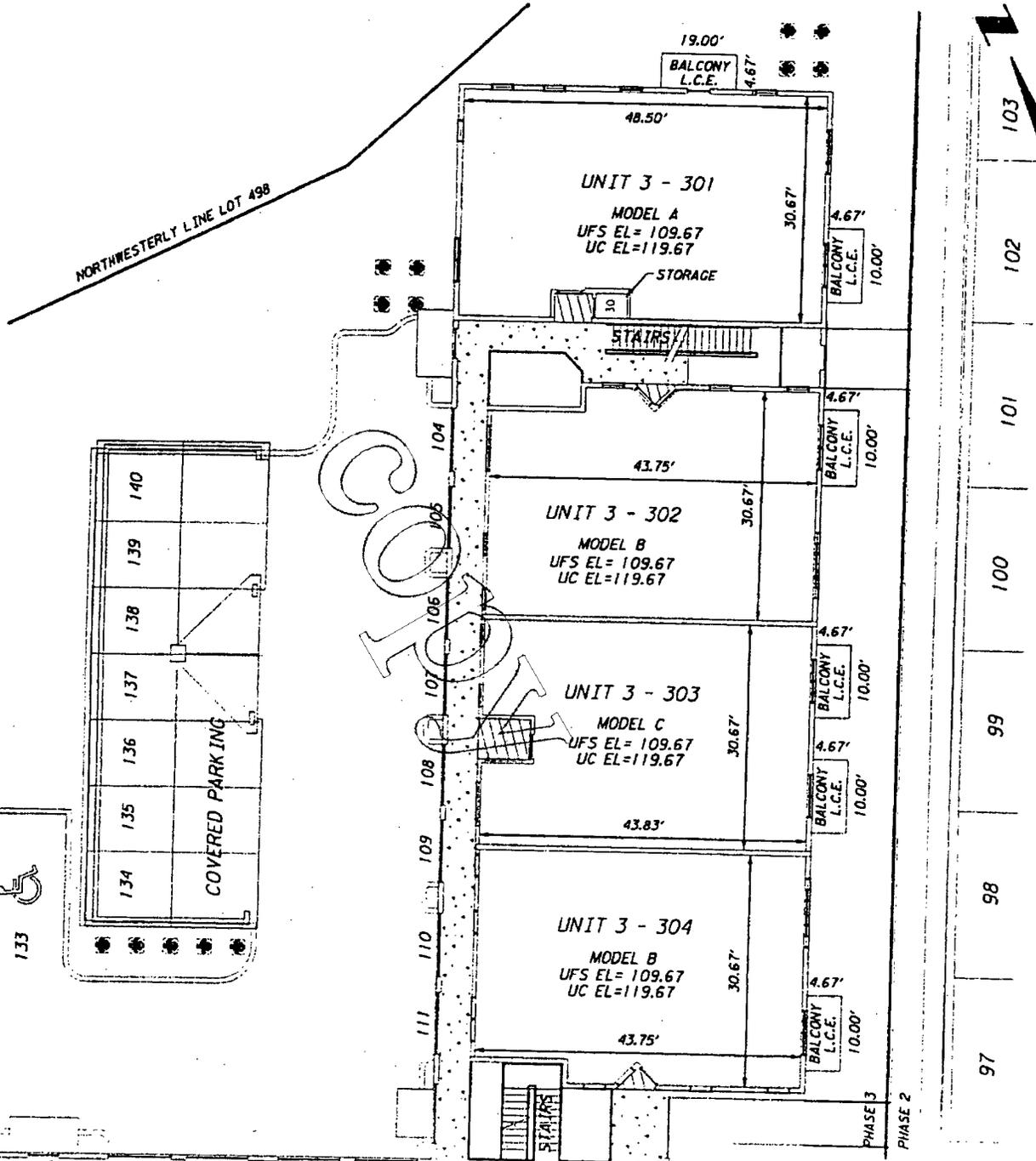
1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/641-1275 Certificate No. LB 24

**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 3, 3rd Floor**

EL 2001164099

JR 1954/1701

**PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**



**ELEVATIONS**

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON  
ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT 'B-3**

Date: 08/10/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JVC  
 Sheet 9 of 12



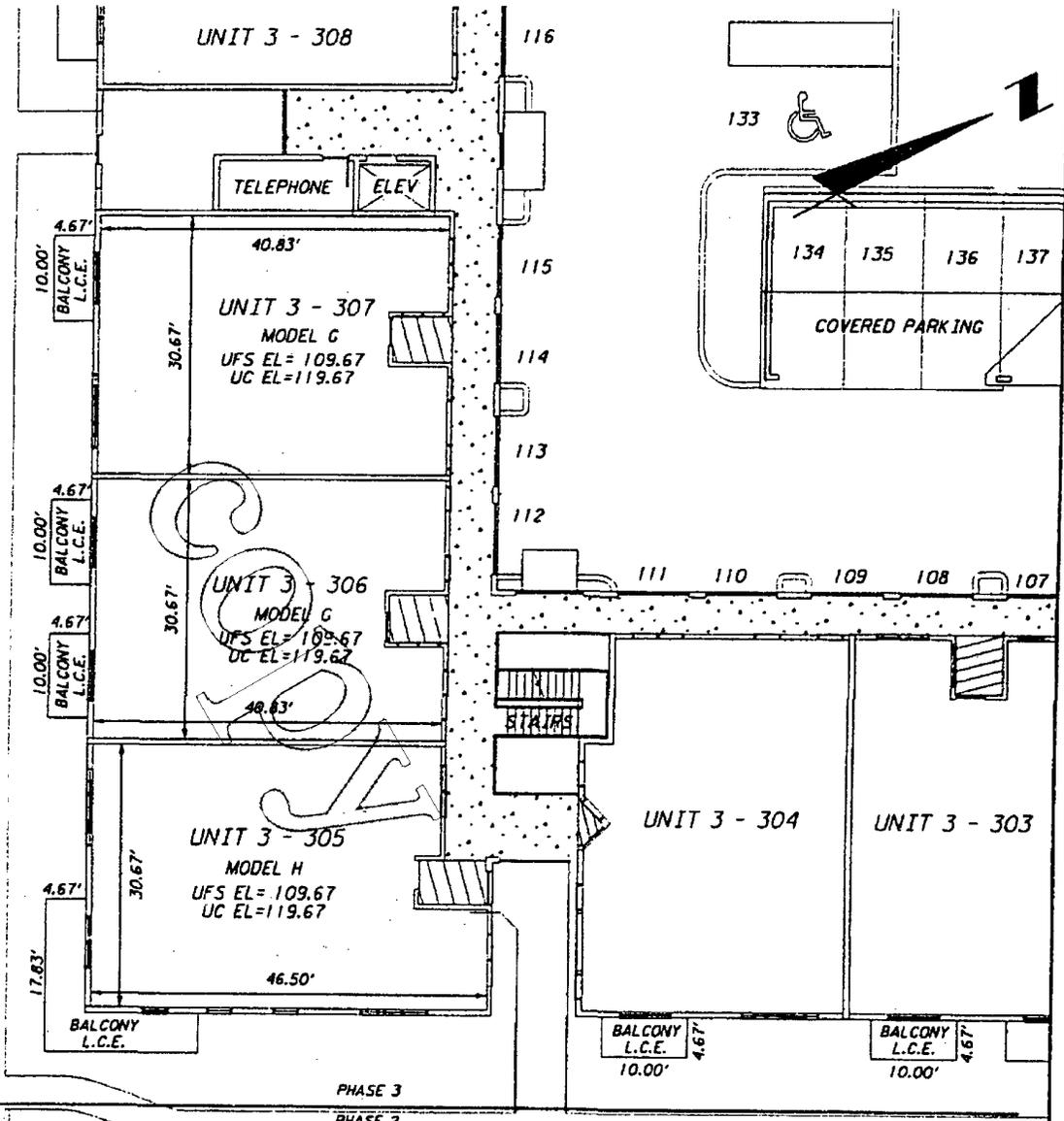
1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 3, 3rd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 200116-099

UR 1954-1702



**ELEVATIONS**

Elevations shown are based upon  
 Wcft Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

ENTRYWAY

WALKWAY

A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 08/10/00  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
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 Ckd. By: JVC  
 Sheet 10 of 12

EXHIBIT B-3

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**PBS**  
 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

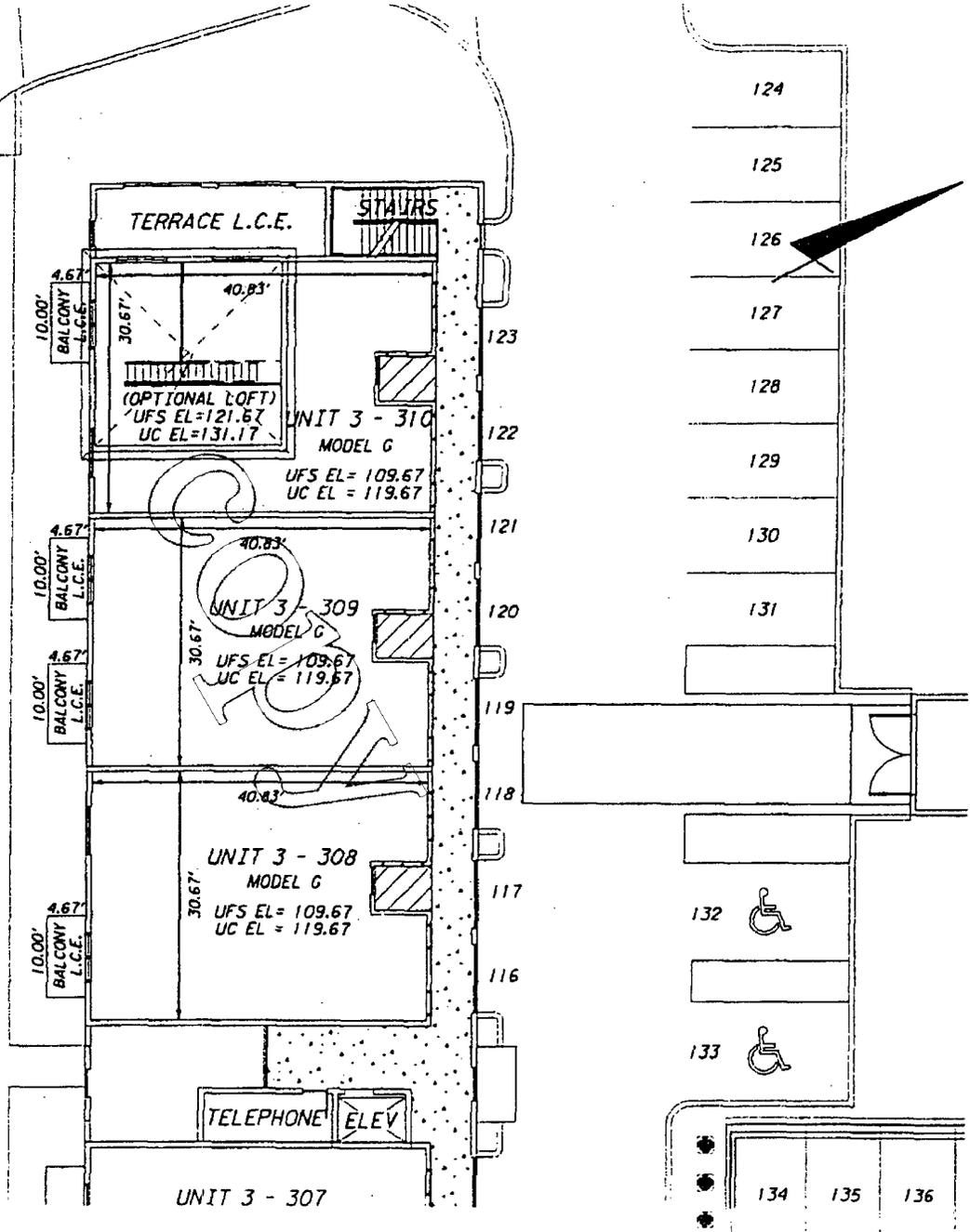
THE TERRACES AT CELEBRATION, A CONDOMINIUM

CL 2001164099

OF 1954/1903

PHASE 3, 3rd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevations = UC EL

LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT B-3

Date: 08/10/00  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JC  
Sheet 11 of 12

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1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 3

CL 200116409

HR 1954/1704

NOTES TO SURVEY

1. DESCRIPTION OF DWELLING UNITS

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

A. Upper Boundaries

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

C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

(2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

E. Air Conditioning Units

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

F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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



1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

Date: 08/10/00  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JC  
Sheet 12 of 12

EXHIBIT B 3

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THE TERRACES AT CELEBRATION, A CONDOMINIUM

PHASE 4  
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the most Westerly corner of said lot 498; thence N.49°45'08"E. along the Northwesterly line of said Lot 498 for 40.53 feet; thence continue along said Northwesterly line S.55°50'02"E. for 307.29 feet; thence leaving said Northwesterly line S.20°24'03"W. for 43.55 feet; thence S.69°34'15"E. for 9.57 feet; thence S.09°05'31"W. for 33.46 feet; thence S.58°48'45"W. for 106.65 feet to the Southwesterly line of said Lot 498; thence N.31°11'15"W. along said Southwesterly line for 185.21 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along said Southwesterly line and the arc of said curve, having a radius of 938.50 feet, through a central angle of 9°03'35", for 148.40 feet to the POINT OF BEGINNING.

Containing .781 acres (34037 square feet), more or less.

Copyright

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1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

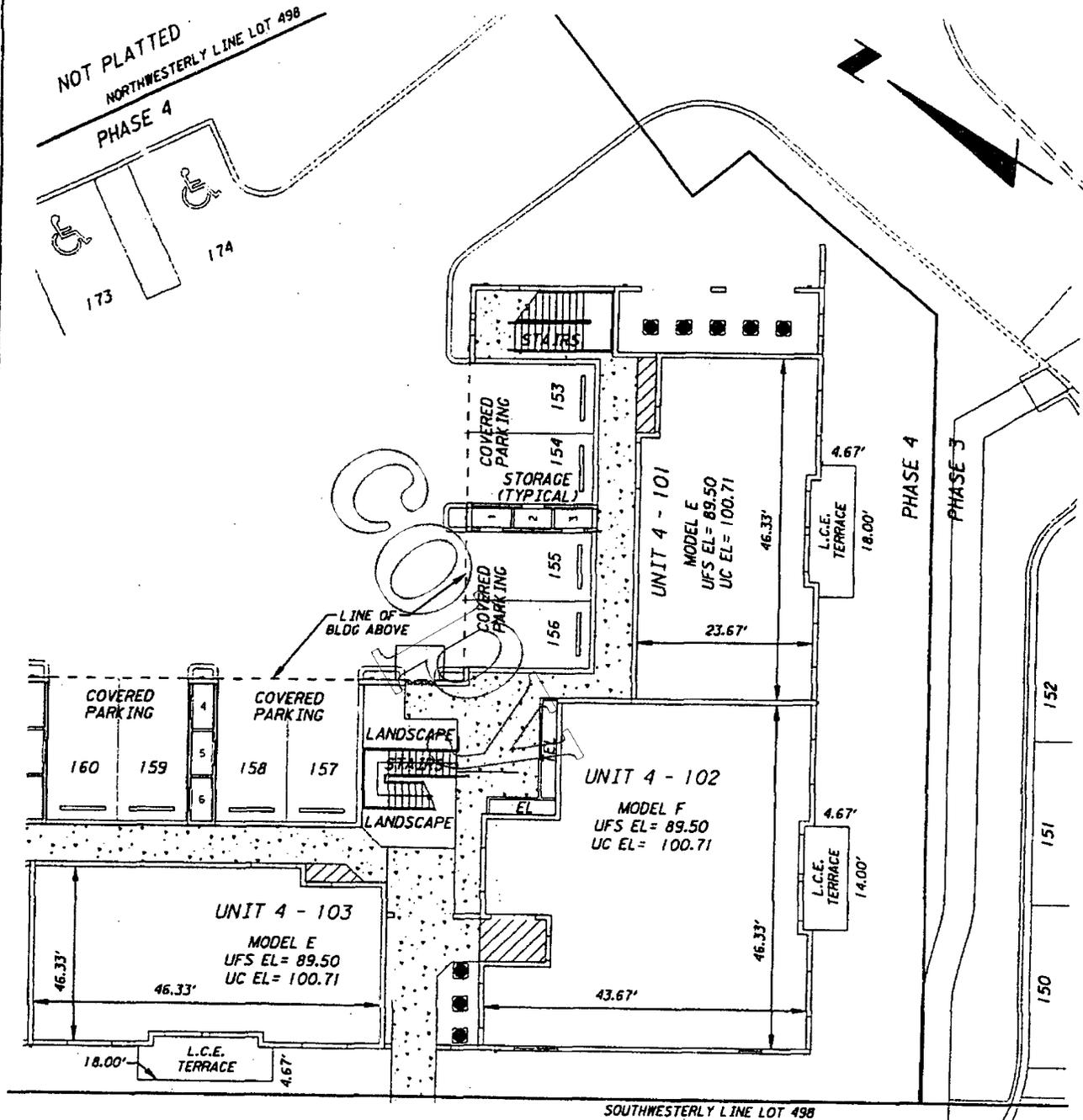
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F.B.: N/A  
Drawn By: HEB  
Ckd. By: JJC  
Sheet 2 of 7

EXHIBIT B-1

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 4, 1st Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OR 1954/1707



ELEVATIONS

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

LIMITED COMMON  
 ELEMENTS LEGEND

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC

EXHIBIT B-4

Date: 08/11/00  
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 F.B.: N/A  
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 Ckd. By: JC  
 Sheet 3 of 7



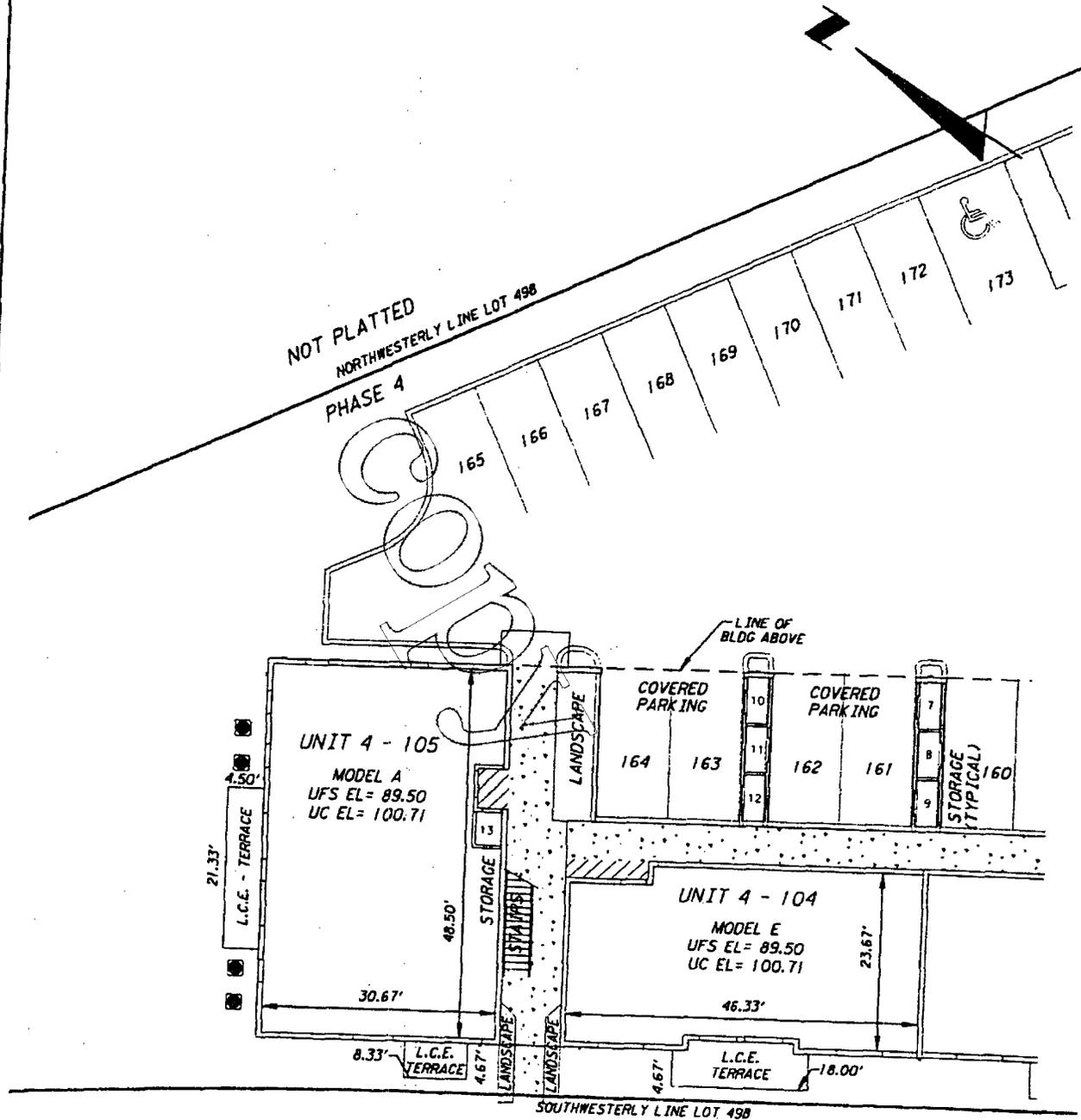
1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 4, 1st Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OR 1954/1708



ELEVATIONS

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

LIMITED COMMON  
 ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC

EXHIBIT B-4

Date: 08/11/00  
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 F.B.: N/A  
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 Ckd. By: JVC  
 Sheet 4 of 7

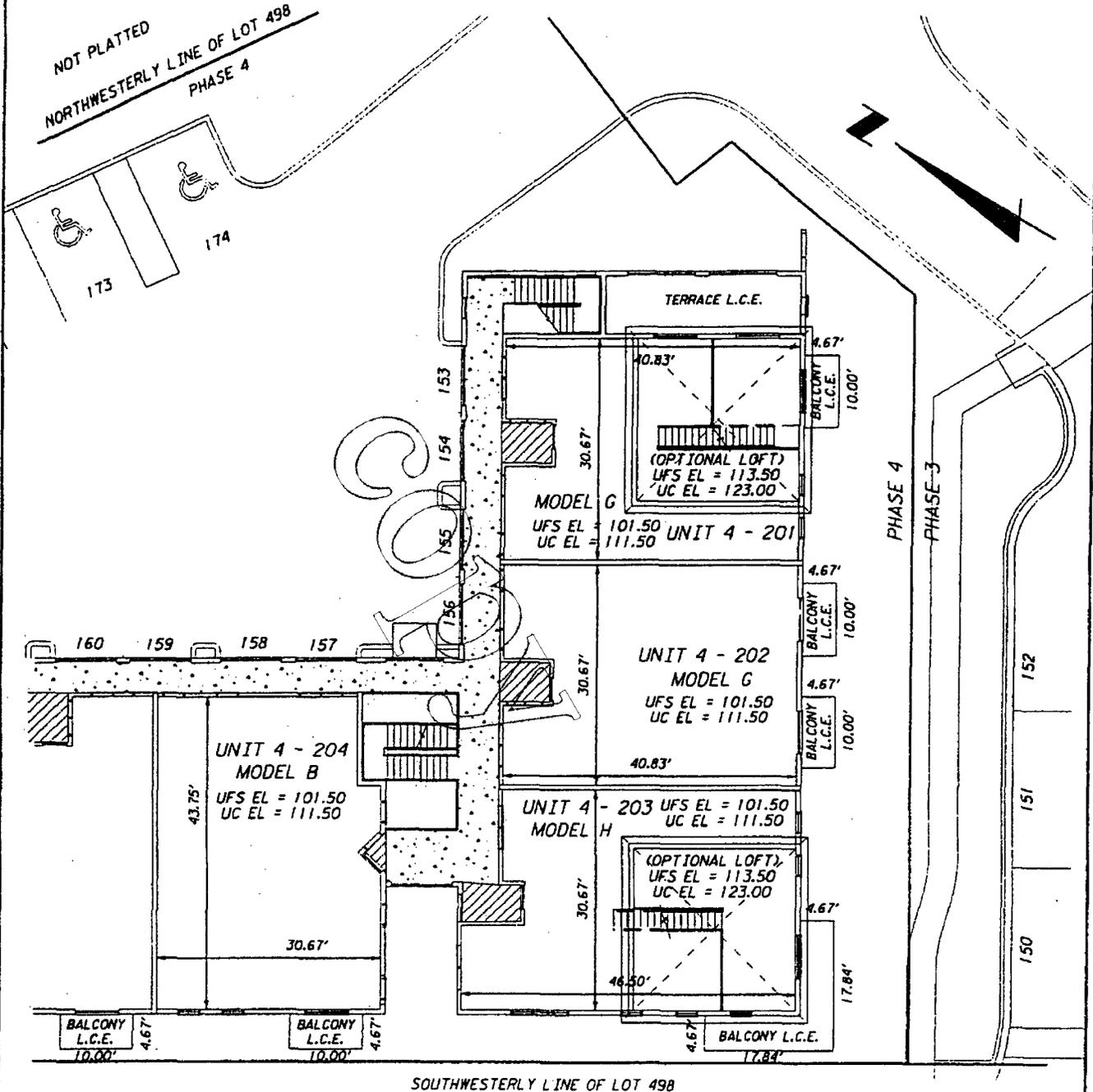
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**PBS**  
 1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/641-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 4, 2nd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 2001164099

OR 1954/1709



**ELEVATIONS**

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON  
 ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT B-1**

Date: 08/11/00  
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 Job No.: 070544.00  
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 Ckd. By: JVC  
 Sheet 5 of 7



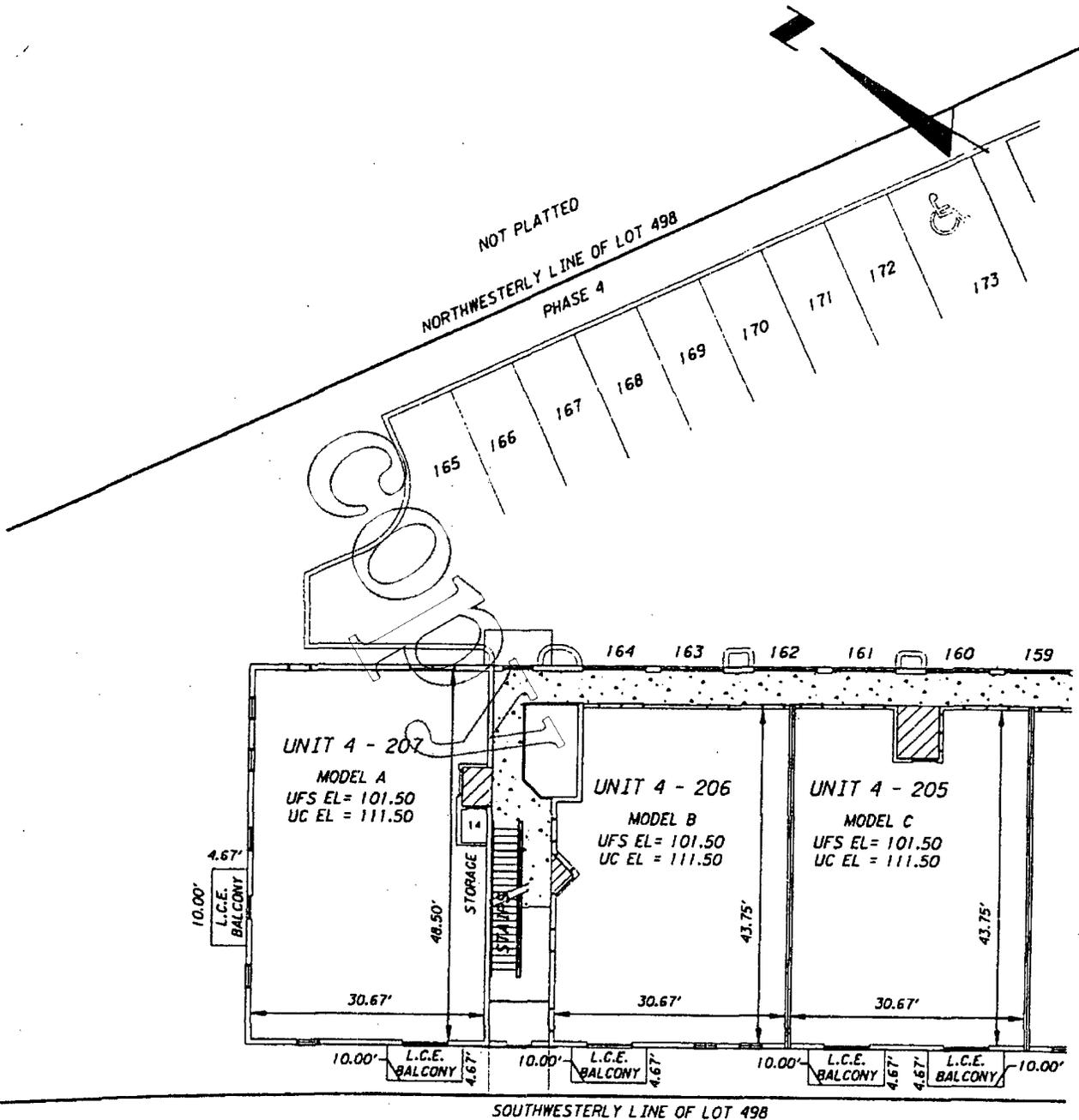
1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/647-7275 Certificate No. LB 24

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THE TERRACES AT CELEBRATION, A CONDOMINIUM  
 PHASE 4, 2nd Floor  
 PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

CL 200116409

OR 1954/1710



ELEVATIONS

Elevations shown are based upon  
 Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

LIMITED COMMON  
 ELEMENTS LEGEND

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT B-1

Date: 08/11/00  
 Scale: 1" = 20'  
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 Sheet 6 of 7

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1560 Orange Ave., Suite 700  
 Winter Park, Florida 32789  
 Tel: 407/641-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 4

CL 2001164099

OR 1954-1711

NOTES TO SURVEY

1. DESCRIPTION OF DWELLING UNITS

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

A. Upper Boundaries

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

C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

(2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

E. Air Conditioning Units

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

F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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

Date: 08/11/00  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: MC  
Sheet 7 of 7

EXHIBIT B-1



1560 Orange Ave., Suite 700  
Winter Park, Florida 32789  
Tel: 407/647-7275 Certificate No. LB 24

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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE TERRACES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 25, 2001, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H01000109801. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000007605.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty fifth day of October, 2001

Authentication Code: 801A00058757-102501-N01000007605-1/1



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
THE TERRACES 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 of Incorporation are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act"), as amended through the date of recording the Condominium Declaration amongst the Public Records of Osceola County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Condominium Declaration amongst the Public Records.

B. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Condominium Special Assessments" (as such terms are defined in each Condominium Declaration) which from time to time are assessed against a Dwelling Unit Owner.

C. "Association" means the Celebration Residential Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, being the master property owners association for all residential property within Celebration.

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

E. "By-Laws" means the By-Laws of the Association.

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

G. "Common Elements" means the portion of the Condominium Property not included in the Dwelling Units.

H. "Common Surplus" means the excess of receipts of the Condominium 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 The Terraces at Celebration, a Condominium, and any other The Terraces at Celebration Condominium, if any. The term "the Condominium" refers solely to the condominium named in this definition.

J. "Condominium Articles" means these Articles of Incorporation of the Condominium Association.

K. "Condominium Association" means The Terraces at Celebration Condominium Association, Inc., a Florida corporation not for profit, responsible for operating The Terraces at The Celebration Condominium(s).

L. "Condominium Association Expenses" means the expenses for the operation and administration of the Condominium Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of any Condominium Association Property, and the cost of taxes and insurance thereon.

M. "Condominium Association Property" means that property, real and personal, which is owned or leased by the Condominium Association for the benefit of its Condominium Members.

N. "Condominium Board" means the Board of Directors of the Condominium Association.

O. "Condominium Bylaws" means the Bylaws of the Condominium Association.

P. "Condominium Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Condominium 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 the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Condominium 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 Common Expenses from time to time by the Condominium Board.

Q. "Condominium Declaration" means the Declaration of Condominium of The Terraces 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 and any other declaration of condominium for a The Terraces at Celebration Condominium, if any.

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

S. "Condominium Member" means a member or members of the Condominium Association.

T. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Condominium 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 Dwelling Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Condominium Declaration.

U. "County" means Osceola County, Florida.

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

W. "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties, as recorded in Official Records Book 1298, at Page 1889, of the Public Records, as it may be amended and supplemented from time to time, being the master declaration to which all of the residential properties within Celebration, including the Condominium, is or will be subjected, as imposed by Declarant.

X. "Developer" means Oriole Homes Corp., a Florida corporation, its successors, grantees and assigns. A Dwelling Unit Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Dwelling Unit 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.

Y. "Director" means a member of the Condominium Board.

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

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

BB. "Phase" means a portion of the property and the improvements thereon which, as contemplated by Section 718.403 of the Act, may be submitted as Condominium Property of a The Terraces at Celebration Condominium by the recording of the Condominium Declaration or an amendment thereto.

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

DD. "The Terraces at Celebration" means a portion of the "Properties" (as defined in the Declaration) within Celebration upon which Developer intends to develop the Condominium. Developer has also reserved the right to develop additional condominiums within The Terraces at Celebration.

EE. "The Terraces at Celebration Condominium(s)" means the condominium or condominiums in The Terraces at Celebration which are subject to a declaration(s) of condominium, including, but not limited to. The Terraces at Celebration Condominium.

FF. "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 Dwelling Unit owned by more than one (1) owner or by any entity.

GG. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Condominium Members pursuant to the Condominium Declaration.

ARTICLE I  
NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Condominium Association shall be THE TERRACES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address is 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445.

ARTICLE II  
PLAN OF DEVELOPMENT AND  
PURPOSE OF CONDOMINIUM ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns within Celebration. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act and which is planned to consist of four (4) Phases. If Developer submits all four (4) Phases to condominium ownership as part of the Condominium by recording the Condominium Declaration and amendments thereto in the Public Records, then the Condominium shall be the only condominium in The Terraces at Celebration administered by the Condominium Association.

B. If Developer does not submit all four (4) Phases described in the Condominium Declaration to condominium ownership as the Condominium, then Developer may develop the land of any such Phase(s) not made a part thereof as another condominium(s), all or any of which may be administered by the Condominium Association.

C. 1. The Condominium Association shall be the condominium association responsible for the operation of each The Terraces at Celebration Condominium(s), subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional condominium association(s) if more than one (1) condominium is created within The Terraces at Celebration. Each Dwelling Unit Owner shall be a Condominium Member of the Condominium Association as provided in these Condominium Articles.

2. The purpose for which this Condominium Association is organized is to maintain, operate and manage the Condominium, including, if applicable, any additional The Terraces at Celebration Condominium(s), 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 Condominium Association shall have the following powers which shall be governed by the following provisions:

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

C. The Condominium 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 Condominium 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 Dwelling Units, the Condominium Association Property, if any, and the Common Elements);

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

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium 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 any Condominium Association Property, and to enter into any other agreements consistent with the purposes of the Condominium 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 or Condominium Association Expenses of the Condominium and any other condominium operated by the Condominium Association, if any, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any; and

7. To purchase: (i) Dwelling Unit(s) upon which the Condominium 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 Condominium Association in compliance with the Condominium Documents.

ARTICLE IV  
CONDOMINIUM MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Condominium Declaration, the membership of the Condominium 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 Condominium Declaration, the Dwelling Unit Owners, which shall mean in the first instance Developer as the owner of all the Dwelling Units, shall be entitled to exercise all of the rights and privileges of the Condominium Members. Developer shall be a Condominium Member so long as it is the record owner of any Dwelling Unit in the Condominium or of any dwelling unit in any other condominium administered by the Condominium Association.

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

declaration. New Condominium Members shall deliver to the Condominium Association a true copy of the deed or other instrument of acquisition of title to the Dwelling Unit.

D. No Condominium 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 Condominium Association except as an appurtenance to his or her Dwelling Unit.

E. If a second The Terraces at Celebration Condominium is submitted to condominium ownership, membership in the Condominium Association shall be divided into classes ("Class Member"), with Dwelling Unit Owners in each The Terraces at Celebration Condominium constituting a class. If one or more additional The Terraces at Celebration Condominium(s) are submitted to condominium ownership, the Dwelling Unit Owners thereof who are Condominium Members of the Condominium Association shall also be Class Members as to each additional condominium. Each class shall be designated by a numeral denoting the sequence in which The Terraces at Celebration Condominium was submitted to condominium ownership. For example, the Dwelling Unit Owners of the Condominium, provided it is the first such condominium submitted to condominium ownership and additional The Terraces at Celebration Condominium(s) are submitted, would be "Class 1 Members."

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

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Dwelling Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Condominium Documents. In the event there is more than one (1) Dwelling Unit Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Condominium Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular The Terraces at Celebration Condominium or any combination of The Terraces at Celebration Condominiums shall be voted upon only by the Class Members of the applicable The Terraces at Celebration Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Condominium Bylaws); and

(b) Matters substantially pertaining to all of The Terraces at Celebration Condominiums or to the Condominium Association as a whole shall be voted on by the entire membership and shall be determined by a vote of the majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Condominium Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular The Terraces at Celebration Condominium or any combination of The Terraces at Celebration Condominiums or to the Condominium Association as a whole, for purposes of voting, shall be

determined solely by the Condominium Board. Notwithstanding the foregoing, no action or resolution affecting a The Terraces at Celebration Condominium or any combination of The Terraces at Celebration Condominiums which the Condominium Board determines requires the vote of the Condominium Members as a whole shall be effective with regard to a The Terraces at Celebration Condominium unless the Class Members of the particular The Terraces at Celebration Condominium or any combination of The Terraces at Celebration Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

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

5. Notwithstanding any other provisions of these Condominium Articles, on matters which require voting by the Condominium 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 Condominium Association is to exist shall be perpetual.

ARTICLE VI  
INCORPORATOR

The name and address of the Incorporator of these Condominium Articles is as follows: JoAnn Levy, 1690 South Congress Avenue, Suite 200, Delray Beach, FL 33445.

ARTICLE VII  
OFFICERS

A. The affairs of the Condominium Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Condominium Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Condominium Board. The Condominium 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 Condominium Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Condominium Association in managing the Condominium Association.

B. The Condominium 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 Condominium Board shall from time to time determine appropriate. Such officers shall be elected annually by the Condominium Board at the first meeting of the Condominium Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Condominium

Bylaws); provided, however, such officers may be removed by such Condominium Board and other persons may be elected by the Condominium Board as such officers in the manner provided in the Condominium Bylaws. The President shall be a Director of the Condominium 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 Condominium Board are as follows:

President: Merle D'Addario  
Vice President: JoAnn Levy  
Secretary: JoAnn Levy  
Treasurer: JoAnn Levy

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 Condominium Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). Beginning with the Majority Election Meeting, there shall be a Class Director for each The Terraces at Celebration Condominium, if applicable, and, if necessary, subsequent to "Developer's Resignation Event" (as hereinafter defined), there shall also be an additional Director elected "at large," so that there will always be an odd number of Directors. The number of Directors elected by the Condominium Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph K of this Article IX.

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>
Merle D'Addario	1690 South Congress Avenue, Suite 200 Delray Beach, FL 33445
JoAnn Levy	1690 South Congress Avenue, Suite 200 Delray Beach, FL 33445
Daniel Levy	1690 South Congress Avenue, Suite 200 Delray Beach, FL 33445

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 Condominium Articles.

C. Upon the conveyance by Developer to Dwelling Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Dwelling Units in the Condominium (as evidenced by the recordation of deeds), including Dwelling Units located within all Phases of the Condominium contemplated in the Condominium Declaration (provided Developer still has the right to submit additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Condominium Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301[1][a]-[c], F.S., as required by Rule 61B-17.0012, F.A.C.):

(a) Three (3) years after fifty percent (50%) of the "Total Dwelling Units" (as hereinafter defined) have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Total Dwelling Units have been conveyed to purchasers;

(c) When all the Total Dwelling Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Total Dwelling Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(e) Seven (7) years after the recordation of the Condominium Declaration or, in the case of a condominium association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the Initial Phase, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of the Condominium Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Dwelling Units in a The Terraces at Celebration Condominium. Following the time the Developer relinquishes control of the Condominium Association, the Developer may exercise the right to vote any Developer-owned Dwelling Units in the same manner as any other Dwelling Unit Owner, except for purposes of reacquiring control of the Condominium Association or selecting a majority of the members of the Board.

The term "Total Dwelling Units" means the number of Dwelling Units contemplated for all of The Terraces at Celebration Condominiums (less the number of Dwelling Units in any and all Phases of any The Terraces at Celebration Condominiums developed as a phase condominium pursuant to the Act which Developer decides neither to submit as part of any The Terraces at Celebration Condominium as provided in the Condominium Declaration nor submit to condominium ownership as a separate condominium[s]).

2. Notwithstanding the above Article IX.D(1), Developer shall have the right to at any time, upon written notice to the Condominium Association, relinquish its right to designate a majority of the Condominium 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 Condominium Board for such purpose ("Majority Election Meeting").

F. If upon the occurrence of the Majority Election Meeting, more than one (1) The Terraces at Celebration Condominium has been subjected to administration by the Condominium Association, then a class of Directors ("Class Directors") shall be created for each The Terraces at Celebration Condominium in the manner provided for in Paragraph G of this Article IX. Each class of Director shall be designated by a numeral denoting the sequence in which the subject The Terraces at Celebration Condominium was submitted to condominium ownership. For example, the Directors of the Condominium, provided it is the first The Terraces at Celebration Condominium, would be "Class 1 Directors." Each The Terraces at Celebration Condominium shall have one (1) Class Director and one or more Director(s) shall be elected "at large," in accordance with Paragraph A of this Article IX if required by Paragraph A of this Article IX.

G. At the Majority Election Meeting, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate Directors, the number of which shall be one (1) less than the number of Directors elected by the Purchaser Members. (In the event there is not more than one [1] The Terraces at Celebration Condominium, the Purchaser Members shall elect two [2] Directors and Developer shall 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 Condominium Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Condominium Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

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 Condominium 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.

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

J. The Initial Election Meeting and the Majority Election Meeting shall be called by the Condominium Association, through its Condominium 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 Condominium Members in accordance with the Condominium Bylaws; provided, however, that the Condominium Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Dwelling Units in a The Terraces at Celebration Condominium 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 Condominium 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 Condominium Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to

representation on the Condominium Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

L. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Condominium Board from time to time, but there shall not be less than three (3) Directors. In the event, however, there are two (2) or more The Terraces at Celebration Condominiums operated by the Condominium Association, then the minimum number of Directors shall be one (1) Director from each Class elected by the Class Members thereof and, if necessary to have an odd number of Directors, one (1) Director-at Large elected by all of the Condominium Members.

M. 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. All of the Directors of the Condominium Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Condominium Association, the Condominium Association Property, if any, or all of The Terraces at Celebration Condominiums.
3. On matters pertaining exclusively to a particular The Terraces at Celebration Condominium, only the affected Class Directors shall vote thereon.
4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Condominium Board as a whole shall determine whether a matter shall be voted on by Class Directors or by the entire Condominium Board as a whole. In the case of deadlock by the Condominium Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
5. In the determination of whether a quorum exists or whether the Condominium Board has duly acted with respect to any matter: (a) on matters which are voted on by the Condominium Board as a whole, such determination shall be made with respect to the number of all of the Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

ARTICLE X  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Condominium Association shall be exercised by the Condominium 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 Assessments against Condominium Members to defray the costs of the Condominium Common Expenses and, if applicable, the Condominium Association Expenses, and collecting that portion of the Condominium Common Expenses and, if applicable,

the Condominium Association Expenses, attributable to Dwelling Unit Owners in each The Terraces at Celebration Condominium as determined in accordance with the Condominium Documents.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Condominium Association and the Condominium Board.

C. Maintaining, repairing and operating the improvements within The Terraces at Celebration Condominium(s) and the Condominium Association Property, if any.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within The Terraces at Celebration Condominium(s) and the Condominium Association Property, if any.

E. Making and amending rules and regulations with respect to The Terraces at Celebration Condominium(s) and for the Condominium Association Property, if any.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and the Condominium Association Property, if any, and authorizing a management agent to assist the Condominium Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Condominium Association has such responsibility and other services with funds that shall be made available by the Condominium Association for such purposes and terminating such contracts and authorizations. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Condominium Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements of any The Terraces at Celebration Condominium and assessing the same against the Dwelling Unit Owners who are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Condominium Members and the Condominium Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in accordance with the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any The Terraces at Celebration Condominium, or the Condominium Association Property, if any, and not billed directly to Dwelling Unit 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 the Condominium 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 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 Dwelling Unit Owners and prospective purchasers. The Condominium 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:

1. 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; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Condominium 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, as the Act and such rules may be amended from time to time.

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. Approving or disapproving proposed purchasers of Dwelling Units, by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Dwelling Units in accordance with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

R. In the event The Terraces at Celebration is designated by Declarant to be a "Neighborhood" in Celebration with the Dwelling Unit Owners obligated to elect a "Voting Member" and an alternate Voting Member, as such terms are defined in the Declaration, the Condominium Board may cause, at the direction of the Board of Directors of the Association, the Condominium Association to hold a meeting of the Condominium Members to elect such Voting Member and alternate Voting Member, or for any other purposes as may lawfully be required by the Association, pursuant to the Declaration and the Association's By-Laws. In the event The Terraces at Celebration is designated by Declarant to be a part of a Neighborhood rather than to constitute an entire Neighborhood, the Condominium Members shall vote as members of the Association along with other Association members to elect a Voting Member and alternate Voting Member for the entire Neighborhood, as directed by the Board of Directors of the Association.

S. All other powers and duties reasonably necessary to operate and maintain The Terraces at Celebration Condominium(s) administered by the Condominium Association in compliance with the Condominium Documents and the Act.

ARTICLE XI  
INDEMNIFICATION

Every Director and every officer of the Condominium Association (and the Directors and/or officers as a group) shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director or officer of the Condominium Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are 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 Condominium Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Condominium Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Condominium 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 Condominium 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 Condominium Bylaws 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 Condominium Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Condominium Board at a regular or special meeting of the Condominium Board. In the event of a conflict between the provisions of these Condominium Articles and the provisions of the Condominium Bylaws, the provisions of these Condominium Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. Prior to the recording of the Condominium Declaration amongst the Public Records, these Condominium 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 Condominium 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 Condominium Board. A

certified copy of each such amendment shall always be attached to any certified copy of these Condominium Articles or a certified copy of the Condominium Articles as restated to include such amendment(s) and shall be an exhibit to each Condominium Declaration upon the recording of each Condominium Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

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

1. The Condominium 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 the Condominium Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Condominium 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 Condominium Member of record entitled to vote within the time and in the manner provided in the Condominium Bylaws for the giving of notice of meetings of Condominium Members ("Required Notice");

3. At such meeting a vote of the Condominium Members, including Developer as to any Dwelling Units it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Condominium Members entitled to vote thereon, unless only a Class or Classes of Members is or are entitled to vote thereon pursuant to Article IX hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of the or each Class entitled to vote thereon as a Class and the affirmative vote of all Members entitled to vote thereon; or

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

C. No amendment may be made to the Condominium Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in any Condominium 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 a Condominium Declaration, recorded amongst the Public Records as an amendment to each Condominium Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Condominium 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 Condominium Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit or of any "Institutional Mortgage" (as defined in each Condominium Declaration) without its prior written consent to the degree this provision is permitted by the Act.

#### 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 Condominium Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Condominium Association; and
2. Relocate the principal office of the Condominium 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 Condominium Association present at a meeting of the Condominium 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 Condominium Association:

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

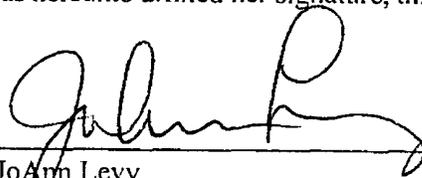
D. A Director, officer or employee of the Condominium Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

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.

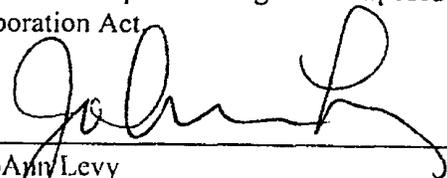
ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Condominium Association is 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445 and the initial registered agent of the Condominium Association at that address shall be JoAnn Levy.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 18<sup>th</sup> day of October, 2001.

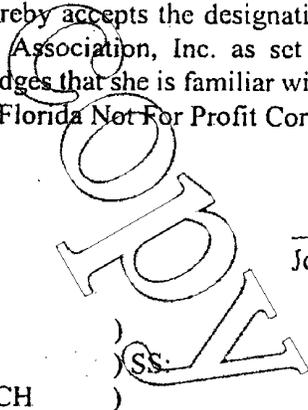
  
\_\_\_\_\_  
JoAnn Levy

The undersigned hereby accepts the designation of Registered Agent of The Terraces 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.

  
\_\_\_\_\_  
JoAnn Levy

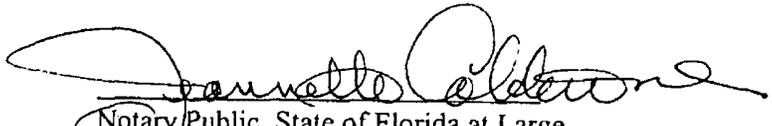
STATE OF FLORIDA

COUNTY OF PALM BEACH



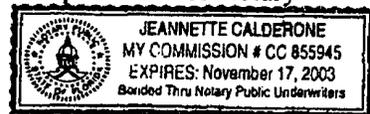
I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared JOANN LEVY, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and she acknowledged before me that she executed the same for the purposes therein expressed. She is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 18<sup>th</sup> day of October, 2001.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:



**BYLAWS  
OF  
THE TERRACES AT CELEBRATION  
CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws ("Condominium Bylaws") of THE TERRACES AT CELEBRATION CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), as duly adopted by its Board of Directors ("Condominium Board"). The Condominium Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purposes of managing, operating, and administering the condominium known as The Terraces at Celebration, a Condominium, as well as any other condominium(s) which may be developed within The Terraces at Celebration ("The Terraces at Celebration Condominiums") and subjected to the administration of the Condominium Association, as more particularly set forth in the Articles of Incorporation of the Condominium Association ("Condominium Articles").

1.1. The office of the Condominium Association shall be for the present at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445 and thereafter may be located at any place designated by the Condominium Board.

1.2. The fiscal year of the Condominium 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, 1976 ("Act") as amended through the date of recording the "Condominium Declaration" amongst the Public Records of Osceola County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Condominium Articles. All terms defined in the Condominium Articles shall appear with initial capital letters each time such term appears in these Condominium Bylaws.

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

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

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

3.2. The Condominium Members shall meet annually on the Condominium Property or at such other place in the County, at such time as determined by the Condominium Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Condominium Articles are filed with the Secretary of State. All meetings of the Condominium Members 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 Condominium Board (subject to the provisions of Article IX of the Condominium Articles) and transact any other business authorized to be transacted by the Condominium Members.

3.3. Special meetings of the Condominium Members or any Class Members, as the case may be and as determined pursuant to Article IV of the Condominium Articles, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Condominium Association or by a majority of the Condominium 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 Condominium Members or any Class Members, as the case may be, except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof. Unless specifically stated otherwise herein, the provisions of these Condominium Bylaws pertaining to meetings of Condominium Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Condominium Members) shall be mailed to each Condominium Member at his or her last known address as it appears on the books of the Condominium Association. Proof of such mailing shall be given by affidavit of the person who mailed 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 the purposes for which the meeting is called. Unless a Condominium Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Condominium Members shall be mailed or delivered to each Condominium 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 Condominium 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. If a meeting of the Condominium 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 Condominium Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Condominium 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 Condominium Members or any Class Members, as the case may be, 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 period a response must be made by a Condominium Member. The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall

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be binding on the Condominium Members or any Class Members, as the case may be, provided a quorum of the Condominium Members or any Class Members, as the case may be, 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 Condominium Members shall consist of persons entitled to cast votes on behalf of thirty percent (30%) of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of thirty percent (30%) of such Class Members. 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" (as hereinafter defined) 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 Condominium Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Condominium 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, provided, however, at least twenty percent (20%) of the eligible Voting Interests of the Condominium Members or Class Members, as the case may be, 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 the Condominium Members or Class Members, as the case may be, at the adjourned meeting. Actions approved by a majority of the Voting Interests of Condominium Members or Class Members, as the case may be, present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Condominium Members or Class Members, as the case may be, and for all purposes except where

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otherwise provided by law, in any declaration of condominium of a The Terraces at Celebration Condominium, in the Condominium Articles, or in these Condominium Bylaws. This reduction of the quorum requirements shall apply only if the Condominium Board sends notice of the adjourned or postponed meeting to the Condominium Members or Class 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 Condominium Members and Directors at all reasonable times. The Condominium Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when any additional The Terraces at Celebration Condominium(s), other than The Terraces at Celebration, a Condominium, are submitted to condominium ownership and subjected to the administration of this Condominium Association, Class Members shall be created for Dwelling Unit Owners in each additional condominium. All classes of Condominium Members shall vote in the manner stated in Article IV of the Condominium Articles. Voting rights of Condominium Members shall be as stated in each such Condominium Declaration and the Condominium Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Condominium Member, appointing a person to whom the Condominium Member delegates the Condominium Member's right to cast a vote or votes in the Condominium 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 on which the holder of the Proxy may vote and the manner in which the vote is cast. Condominium Members may vote by general Proxy or 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. To the extent permitted by law, a Proxy, limited or general, may be used in the election of the Condominium Board. A Proxy must be filed with the Secretary of the Condominium 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 Condominium Member at any time prior to a vote upon any matter at a meeting of the Condominium Members, or any Class Members, any Condominium Member (or Class Member, as applicable) 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. Condominium Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Condominium Association. In addition, any Condominium Member may tape record or videotape a meeting in accordance with said rules and regulations.

Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Condominium Association shall be by a Condominium 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 Condominium Board from time to time. Except for Developer-appointed Directors, Directors must be Condominium Members of the Condominium Association or the spouses, parents or children of Condominium Members.

4.2. The provisions of the Condominium Articles setting forth the selection, designation, election and removal of Directors, including, but not limited to, the division of the Condominium Board into Class Directors, are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative (there shall be appurtenant to each Condominium Unit as many votes for Directors as there are Directors for the Class to be elected, together with as many votes for Directors as there are Directors-at-Large to be elected; provided, however, no Condominium Member may cast more than one (1) vote for each Dwelling Unit owned by him or her for any one (1) person nominated as a Class Director or Director-at-Large.) Directors elected by the Condominium Members in accordance with Article IX of the Condominium Articles shall be elected by a plurality of votes cast by the Condominium Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Condominium Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Condominium Articles and in Section 4.5 (b) below, vacancies on the Condominium Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors (or by the remaining Class Directors in which the vacancy occurs, if applicable). 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 Condominium Board to fill a vacancy shall hold office only until the next election of Directors by the Condominium Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Condominium 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 Condominium 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. A Director elected by Class Members, as provided in the Articles, may be removed from office with or without cause upon the vote or the agreement in writing by a majority of such Class 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 otherwise designated by Developer as provided in the Condominium Articles may be removed only by Developer in its sole discretion and

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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 Condominium Board among Directors on the First Board or designated by it, and Developer shall notify the Condominium 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. The organizational meeting of the newly elected Condominium Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Notice of the organizational meeting shall be given in accordance with the provisions of Section 4.8 hereinbelow.

4.7. Regular meetings of the Condominium 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 Condominium Board shall be conducted in the English language. Special meetings of the Condominium Board may be called at the discretion of the President or the Vice President of the Condominium 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 Condominium Board by telephone or another form of electronic communication is permitted subject to the requirements of Rule 61B-23.001(4), F.A.C. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of Class Directors.

4.8. Notice of the time, agenda and place of the organization, regular and special meetings of the Condominium 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 Condominium Board meeting shall be posted conspicuously on the Condominium Property of each The Terraces at Celebration Condominium, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Condominium Members. Notice of any meeting where regular Assessments against Condominium 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 non-emergency Condominium Special Assessments or amendments to rules regarding Dwelling Unit use will be considered shall be mailed or delivered to the Dwelling Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Condominium 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. For matters to be considered by the Condominium Board as a whole, as set forth in Article IX, Paragraph M of the Condominium Articles, a quorum of the Condominium Board shall consist of the Directors entitled to cast a majority of the votes of the entire Condominium 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 Condominium Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. For matters to be considered by Class Directors, as set forth in Article IX, Paragraph M of the Condominium Articles, a quorum of the Condominium Board shall consist of a majority of the Directors of the affected Class Directors and

such matters approved by a majority of the Class 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 Condominium 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 Condominium 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 Condominium Board.

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

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

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

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

5.1.1. First Offense (1st Notice)

When the Condominium Association becomes aware of noncompliance with a rule or regulation by a Dwelling Unit Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Dwelling Unit 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 Condominium Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Condominium

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Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit 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 Dwelling Unit Owner by certified mail, and shall contain notice to the Dwelling Unit Owner and, if applicable, its licensee or invitee, of the right to an opportunity for a hearing before a committee of other Dwelling Unit Owners. This notice shall further explain that, pursuant to Section 718.303(3) of the Act, a fine may be levied for this and future repeat offenses with this notice as the single notice and opportunity for hearing provided to the Dwelling Unit Owner.

5.1.3. Third Offense (3rd Notice)

If the Condominium Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Dwelling Unit 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 Condominium Board.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Condominium Board deems it appropriate, the Condominium 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

(a) Any Dwelling Unit Owner may appear before the Condominium 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.

(b) Where the Condominium Association levies fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations of the Condominium Association.

5.3. A Dwelling Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Condominium Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Dwelling Unit 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 Condominium Association's lien has been commenced.

5.4. The existence of the Condominium Association's right to charge a late fee 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.

5.5. Written Inquiries by Dwelling Unit Owners

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

#### Section 6. Officers of the Condominium Association

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

6.2. The President, who shall be a Director, shall be the chief executive officer of the Condominium 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 Condominium Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Condominium Association. The President shall preside at all meetings of the Condominium 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 Condominium Board. In the event there shall be more than one Vice President elected by the Condominium 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 Condominium Board and of the Condominium Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Condominium Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Condominium Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Condominium Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Condominium Association as may be required by the Condominium 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 Condominium Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Condominium Members; he or she shall keep the books of the Condominium 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 Condominium Association shall be fixed by the Condominium Board. This provision shall not preclude the Condominium Board from employing a Director or an officer as an employee of the Condominium Association nor preclude the contracting with a Director or an officer for the management of all or any portion of The Terraces at Celebration.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

(a) The Condominium Association shall maintain the official records of the Condominium Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Condominium Members and owners of first mortgages on Dwelling Units or their authorized representatives at reasonable times. The Condominium Association may charge Dwelling Unit Owners, owners of first mortgages on Dwelling Units or their authorized representative its actual costs for preparing and furnishing copies of the Condominium Documents including, but not limited to, the Condominium Declaration, Condominium Articles, Condominium Bylaws, rules and regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Condominium Member must be in writing, signed by the Condominium Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Condominium Association and separate accounting records for each condominium it operates, 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 Condominium 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 quarterly statement of the account for each Dwelling 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 Dwelling Unit Owner, 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 Condominium 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) Within ninety (90) days after the end of the fiscal year, a report of the actual receipts and expenditures of the Condominium 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 of the Act. 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 Condominium Member so requesting in writing. 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 Condominium Association. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Condominium Board's discretion.

7.2. Budget

(a) The Condominium Board shall adopt the budget for the Condominium Common Expenses of each Condominium comprising The Terraces at Celebration Condominium and, if applicable, a schedule for Condominium Association Expenses ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Condominium 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 for each Condominium subject to the administration of the Condominium Association shall be prepared by or on behalf of the Condominium Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to each such condominium:

- (i) Administration of the Condominium Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Condominium 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
- (xiv) Other expenses and costs
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium or each such Condominium referred to above constitutes an estimate of the expenses to be incurred by the Condominium Association for and on behalf of the Condominium or each such Condominium, as the case may be. The procedure for the allocation of the expenses attributable to each such Condominium, which are the Condominium Common Expenses of each such Condominium, shall be as follows:

(i) Expenses of the Condominium Association which are applicable to more than one (1) Condominium (such as administrative expenses), if such be the case, which are the Condominium Association Expenses, shall be allocated by the Condominium Board amongst the several such Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Condominium, the numerator of which is the number of Dwelling Units within the particular Condominium to which such expenses are being allocated and the denominator of which is the total number of dwelling units in the various such Condominiums to which such expenses are applicable, which amount as to each such Condominium shall be a Condominium Common Expense of that Condominium; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such

expenses are attributable to a particular Condominium, then the Condominium Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Condominium Association which are applicable to one (1) such Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Condominium) shall be allocated by the Condominium Board as a Condominium Common Expense solely of such Condominium.

(iii) In the event only the Condominium is administered by the Condominium Association, all of the expenses of the Condominium Association shall be Condominium Common Expenses and there shall be no Condominium Association Expenses.

(c) Common Expenses with respect to Condominium Association Property (i.e., property held in the name of the Condominium Association, not the Common Elements), if any, shall be assessed against all Dwelling Units in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of Condominium of all the Condominiums comprising The Terraces at Celebration Condominium(s), as they may exist from time to time, after the allocation between or among Condominiums is made by the Condominium Board pursuant to Section 7.2(b)(i) hereinabove.

(d) Unless waived by the Condominium Members, the Condominium Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property of each Condominium. The Budget for the Condominium or each Condominium, as applicable, 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 (\$10,000) Dollars. 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 or deferred maintenance expense of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Condominium Members or Class Members, as applicable, at a duly called meeting of the Condominium Association, less than a full reserve or no reserve for deferred maintenance and replacement is elected, 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 vote of the majority of the applicable Voting Interests voting in person or by Limited Proxy at a duly called meeting of the Condominium Association

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

SL 200114099 of 199-01144

for the Condominium or any Condominium, as applicable, shall not alter or abrogate the obligation to pay Condominium Common Expenses.

(f) In administering the finances of the Condominium Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Condominium Association in any calendar year may be used by the Condominium Association to pay expenses incurred by the Condominium 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 or Condominium Association Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly 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 substantially conform to generally accepted accounting standards and principles.

(g) No Condominium Board shall be required to anticipate revenue from Assessments or expend funds to pay for Condominium Common Expenses not included in a Budget or which shall exceed budgeted items, and no Condominium 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 Condominium Special Assessment to be levied by the Condominium Board as otherwise provided in the applicable Condominium Declaration.

(h) The Condominium 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 Condominium 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 Condominium Members by the Condominium Board as a Condominium 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 Condominium Members' approval of a Budget requiring Assessments against the Condominium Members in excess of one hundred fifteen percent (115%) of such Assessments against the Condominium 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 one hundred fifteen percent [115%], then such new amount shall be substituted for one hundred fifteen percent [115%] each time it is used in this Section 7.3):

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(a) Should the Budget adopted by the Condominium Board at the Budget Meeting require Assessments against Condominium 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 Condominium Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such Assessments against the members 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 Condominium Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Expenses for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Condominium Board, then upon delivery to the Condominium Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Dwelling Units, the Condominium Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Condominium Member, but to be held within sixty (60) days of the Budget Meeting. At said special meeting, the Condominium Members shall consider and enact a revised Budget ("Revised Budget"). The adoption of the revisions to the Revised Budget shall require approval of not less than a majority of the Voting Interests appurtenant to all Dwelling Units in the Condominium or each Condominium, as applicable. The Condominium Board may propose revisions to the Budget to the Condominium Members at a meeting of Condominium Members or in writing, and, if a Revised Budget is enacted at said special meeting, then the Revised Budget shall be incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute Revised Budget is not adopted by the Condominium Members, then the Budget originally adopted by the Condominium Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the occurrence of the Majority Election Meeting, the Condominium Board shall not impose an Assessment pursuant to a Budget for the Condominium or any Condominium, as applicable, 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 Condominium Members to be so assessed.

(d) If, as and when any additional Condominium(s) are created pursuant to the Act, other than the Condominium, and made subject to administration by the Condominium Association, then the Budget shall allocate Assessments for Condominium Common Expenses to each such condominium. In each case in which the Assessments for Condominium Common Expenses for the affected Condominium (less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above) exceed one hundred fifteen percent (115%)

CL 2001164099 OR 1954/1746  
of such Assessments for the prior year, the affected Class Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

#### 7.4. Allocation of Condominium Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium or each Condominium (including each Condominium's proportionate share of the Condominium Association Expenses), as applicable, shall be set forth in the Budget and shall constitute the Condominium Common Expenses of such Condominium. The Condominium Common Expenses shall be apportioned to each Dwelling Unit Owner based upon his or her share of Condominium Common Expenses, as provided in the Condominium Declaration or the Condominium Declaration of each such Condominium.

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

(c) To the extent that the Condominium Association at any time has either a Common Surplus or Condominium Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Condominium(s), then such Common Surplus or Condominium Common Expense shall be prorated equally based on the number of Dwelling Units within each Condominium and administrated by the Condominium Association and shall thereafter be deemed a Condominium Common Expense or Common Surplus of each Condominium as set forth in its Condominium Declaration.

(d) If, as and when any additional Condominium(s) are created pursuant to the Act and made subject to the Condominium Association, the expenses attributable to each such Condominium shall be allocated and apportioned to each Condominium in the manner set forth in Paragraphs 7.4(a), 7.4(b) and 7.4(c). above.

#### 7.5 Depository

The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Condominium Board in which the monies of the Condominium Association shall be deposited. All funds shall be maintained separately in the Condominium Association's name, and reserve and operating funds of the Condominium Association shall not be commingled. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Condominium Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Condominium Association shall be authorized to sign checks on behalf of the Condominium Association, unless otherwise specified by the Condominium Board.

## Section 8. Rules and Regulations

The Condominium Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium or Condominiums, as the case may be, at any meeting of the Condominium Board, provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Dwelling Units by Developer or interfere with the rights granted in the Condominium Documents of any other The Terraces at Celebration Condominium. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Dwelling Unit Owners at the last known address as shown on the books and records of the Condominium 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 Condominium 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.

COPY

Section 10. Amendments of the Condominium Bylaws

CL 2001164099

OR 1954-1748

10.1. These Condominium Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Condominium 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 Condominium Board at a regular or special meeting of the Condominium Board. A copy of the proposed amendment shall be sent to each Condominium Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Condominium Board and/or Condominium Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Condominium Board or by the Condominium 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 Condominium Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Dwelling Unit in the Condominium or any Dwelling Unit in any The Terraces at Celebration Condominium administered by this Condominium Association, the validity of such mortgage or any of the rights of Developer.

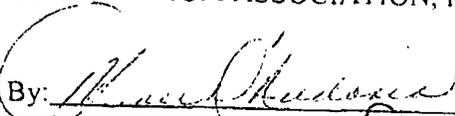
Section 11. Fidelity Bonding

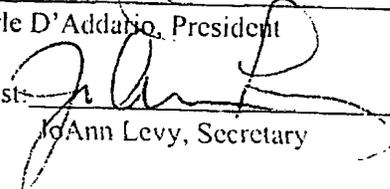
The Condominium Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Condominium Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Condominium 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.

THE TERRACES AT CELEBRATION  
CONDOMINIUM ASSOCIATION, INC.

By:   
Merle D'Addario, President

Attest:   
JoAnn Levy, Secretary

(SEAL)



**MORTGAGEE'S CONSENT**

OCEAN BANK, a state banking corporation organized and existing under the laws of the State of Florida ("Bank"), the owner and holder of that certain Mortgage Deed recorded in Official Records Book 1901, at Page 2844, Assignment of Leases, Rents and Profits recorded in Official Records Book 1901, at Page 2858, UCC-1 Financing Statement recorded in Official Records Book 1901, at Page 2860 and Collateral Assignment of Development Documents and Covenants recorded in Official Records Book 1901, at Page 2866, all of the Public Records of Osceola County, Florida ("Mortgage"), which encumbers the "Land," as defined in the foregoing Declaration of Condominium of The Terraces at Celebration, a Condominium ("Declaration"), does hereby consent to the recording of, and subordinates its interest under the aforesaid Mortgage to, the Declaration.

**IN WITNESS WHEREOF**, Bank has caused this Mortgagee's Consent to be executed this 5th day of November, 2001.

Signed, sealed and delivered in the presence of:

OCEAN BANK, a Florida banking corporation

Jyette Torres

By: [Signature]

Print Name: Jyette Torres

Print Name: Eugene S. Fent

[Signature]

Its: Vice President

Print Name: AUSTRA Sanchez

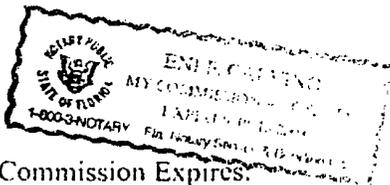
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

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 EUGENE FENT, the Vice Pres of OCEAN BANK, a Florida banking corporation, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has produced \_\_\_\_\_ is identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of November, 2001.

[Signature]  
Notary Public State of Florida at Large

Typed, printed or stamped name of Notary Public



My Commission Expires:

FTL:826169:1

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

18P

CL 2002013056 OR 1990/795  
KMC Date 01/18/2002 Time 10:29:24

**Return to:**

JoAnn Levy  
1690 S. Congress Ave., Suite 200  
Delray Beach FL 33445

**Prepared by:**

Mark F. Grant, Esq.  
Ruden, McClosky, Smith.  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale FL 33302

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM  
TO ADD PHASE 2**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TERRACES AT CELEBRATION, A CONDOMINIUM TO ADD PHASE 2 ("Amendment"), made this 18<sup>th</sup> day of January, 2002, by ORIOLE HOMES CORP., a Florida corporation (hereinafter referred to as "Developer"), whose principal office is located at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recordation of the "Declaration" (as hereinafter defined) ("Act"), Developer has established The Terraces at Celebration, a Condominium ("Condominium"), according to the Declaration of Condominium ("Declaration") thereof recorded in Official Records Book 1954, Page 1603, of the Public Records of Osceola County, Florida and any amendments thereto (including amendments which added phases prior to the date hereof); and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in the Declaration; and

WHEREAS, the Declaration provides for the submission to condominium ownership of the "Initial Phase" (as defined in the Declaration) and also provides for submission to condominium ownership of Phase 2 as described in the Declaration; and

FTL:843984:1

\* Condo exhibit recorded in Condo Book 5  
Pages 184-187.

WHEREAS, Developer desires to add Phase 2 as part of the Condominium;

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase 2 Land," as hereinafter defined, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.
2. The real property more particularly described on the legal description and the Survey, Plot Plan and Graphic Description of Improvements for Phase 2 ("Phase 2 Survey") attached hereto as Exhibit A ("Phase 2 Land") and the improvements located thereon and all easements intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles 5, 6 and 7 of the Declaration. The Phase 2 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 2 Survey shall constitute Phase 2.
3. The share in the Common Elements of each Dwelling Unit, including Dwelling Units in the prior phase(s) of the Condominium shall be a one-sixtieth (1/60th) share. Notwithstanding the foregoing, in the event an additional phase or phases are added to the Condominium, the fractional share of each Dwelling Unit shall change as stated in the Declaration.
4. This Amendment shall become effective upon recording amongst the Public Records of Osceola County, Florida. The effect of this Amendment shall be that Phase 2, together with previously submitted phase(s), shall be, and the same shall constitute, the Condominium.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

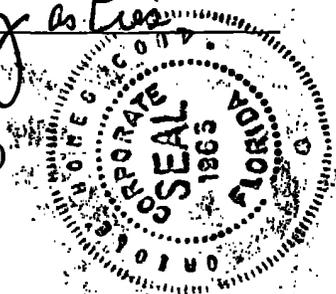
ORIOLE HOMES CORP.

*Jeanette Calderone*  
 Print Name: Jeanette Calderone

By: *Mark Levy as Pres*  
 Mark Levy, President

*Jessica Thener*  
 Print Name: Jessica Thener

(SEAL)



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

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 Mark Levy, the President of ORIOLE HOMES CORP., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

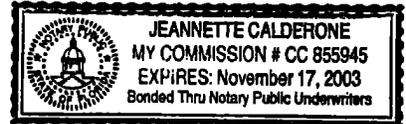
WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of January, 2002.

*Jeannette Calderone*  
\_\_\_\_\_  
Notary Public, State of at Large

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

COPIA



# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



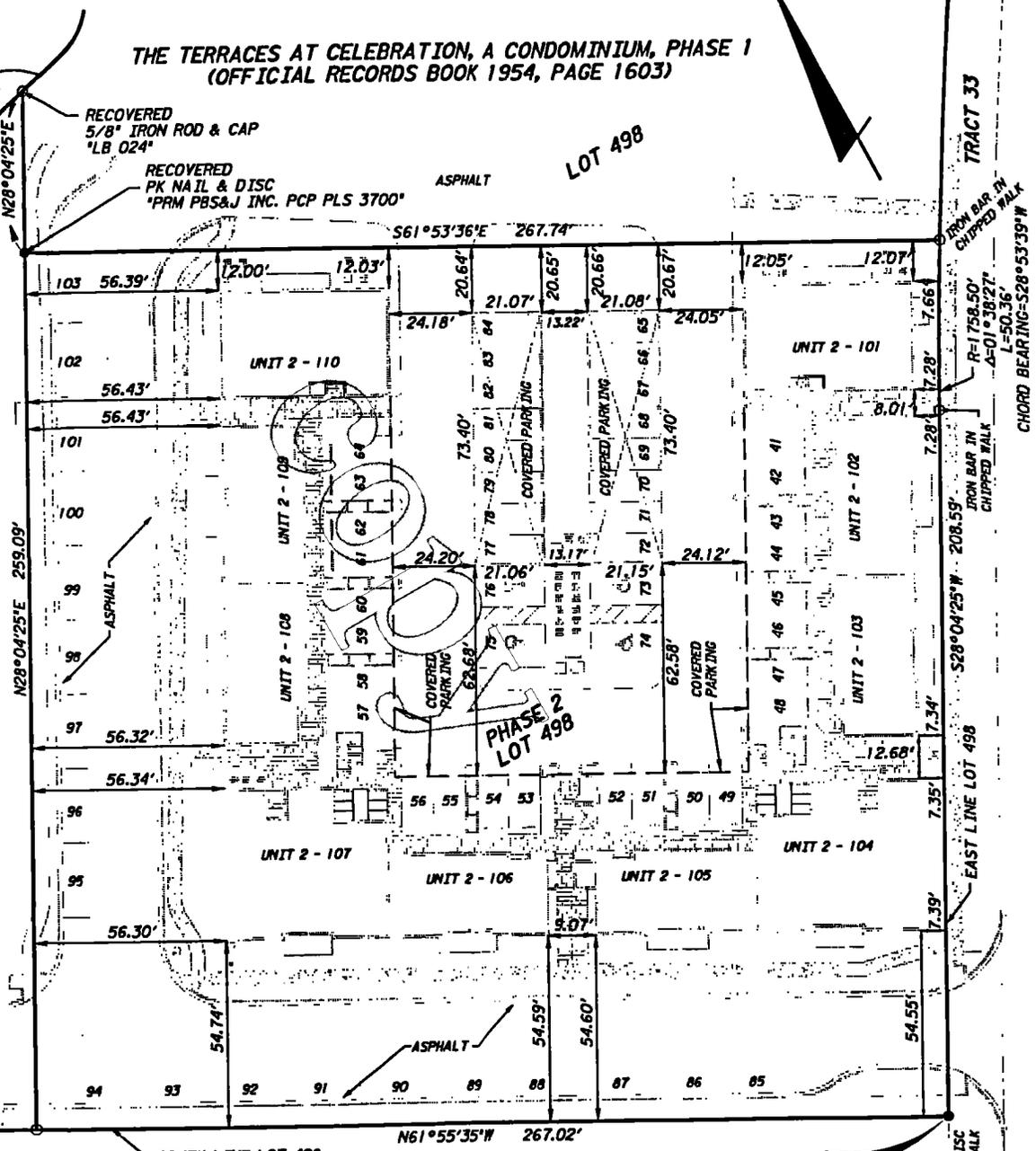
THE TERRACES AT CELEBRATION, A CONDOMINIUM, PHASE 1  
(OFFICIAL RECORDS BOOK 1954, PAGE 1603)

NOT  
PLATTED

CELEBRATION SOUTH VILLAGE UNIT 2  
(PLAT BOOK 11, PAGES 13-21)

PHASE 3  
LOT 498

CELEBRATION AVENUE



NOTES: (SEE SHEET 2 FOR ADDITIONAL NOTES)

- IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
- BEARINGS ARE BASED IN WALT DISNEY WORLD DATUM AND THE SOUTH LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING  $N61^{\circ}55'35''W$ .
- BUILDING TIES SHOWN ARE AS-BUILT LOCATIONS TO THE OUTSIDE OF THE CONCRETE BLOCK WALLS AT THE FOUNDATION LEVEL.

TRACT 18

P.O.B.  
SE CORNER  
LOT 498

LEGEND

- = FOUND 4"x4" CONCRETE MONUMENT WITH DISC STAMPED \*PRM PBS&J INC PCP PLS 3700\*
- = SET 5/8" IRON ROD & CAP \*LB 024\*
- = SET PK NAIL & DISC \*PRM PBS&J INC. PCP PLS 3700\*
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- Δ = DELTA
- L = LENGTH

Date: 01/15/02  
 Scale: 1" = 50'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 1 of 15

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

EXHIBIT A

W:\AC\FLESP\3\the terraces\TERRACE\_AS\_BUILT\phase2\abphase201.dgn

7-JAN-2002 16:38

**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 2  
LEGAL DESCRIPTION, NOTES & CERTIFICATION**

**LEGAL DESCRIPTION**

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 498, thence N.61°55'35"W. along the South line of said Lot 498, for 267.02 feet; thence N.28°04'25"E. for 259.09 feet; thence S.61°53'36"E. for 267.74 feet to a point on the East line of said Lot 498, said point being on a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 1758.50 feet, and a chord bearing of S.28°53'39"W., through a central angle of 01°38'27", for 50.36 feet; thence S.28°04'25"W. for 208.59 feet to the POINT OF BEGINNING.

Containing 1.588 acres (69173 square feet), more or less.

**NOTES:**

1. FIELD WORK WAS COMPLETED ON JANUARY 9, 2002.
2. ELEVATIONS SHOWN ARE BASED ON WALT DISNEY WORLD DATUM.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.

**CERTIFICATION**

The construction of the improvements for PHASE 2 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, is substantially complete, so that the Declaration of Condominium, together with Exhibits thereto, is an accurate representation of the location and dimensions of the improvements comprising PHASE 2 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is made in compliance with Section 718.104(4)(e), Florida Statutes.

*J. Vance Carper Jr.*

J. Vance Carper Jr.  
Professional Surveyor and Mapper  
Florida Certificate No. 3598



Date: 01/15/02  
 Scale: N/A  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 2 of 15

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

W:\CELESP3\The Terraces\TERRACE ASBUILT\phase2\database202.dgn

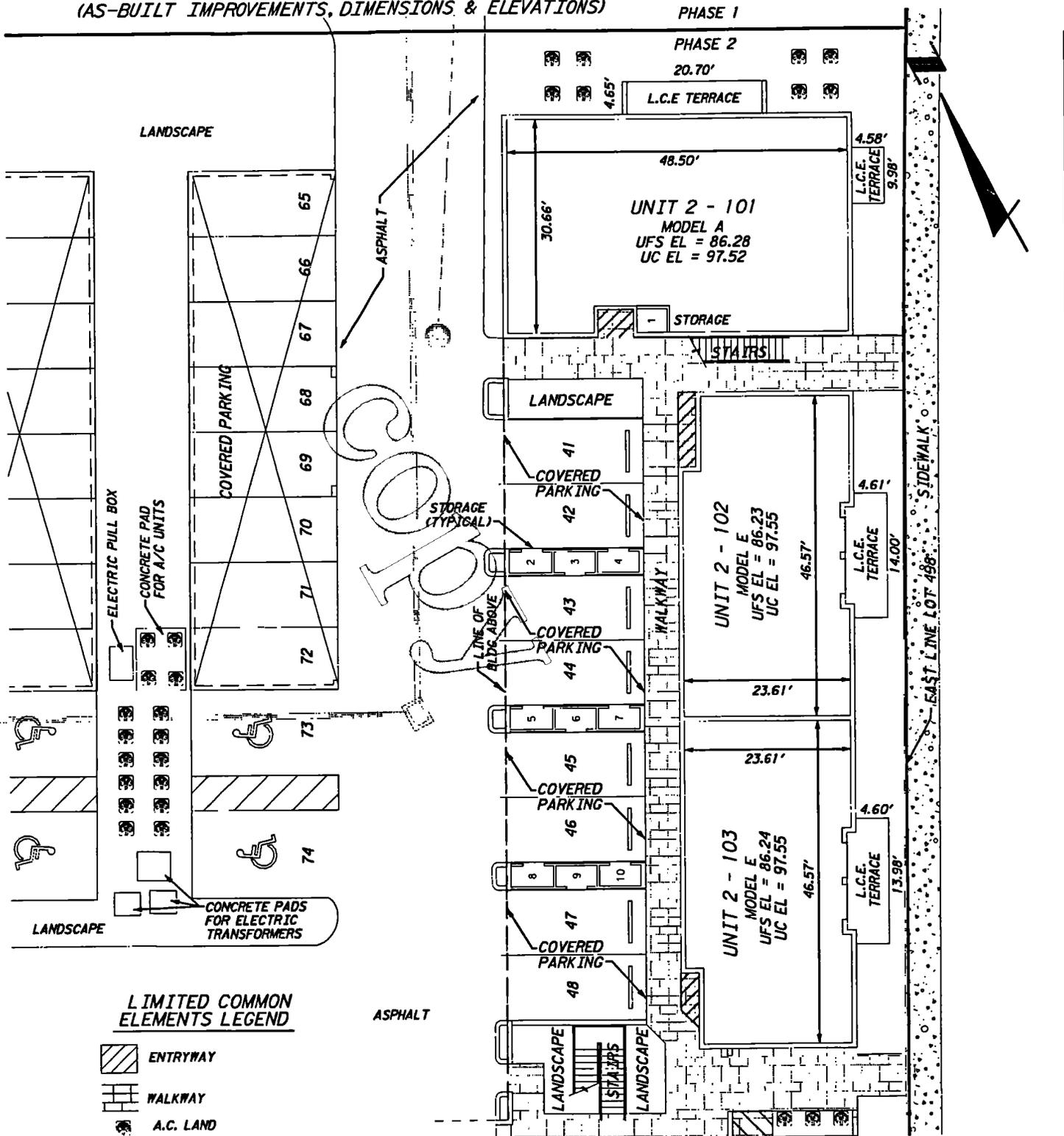


482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 1ST FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- ELEV = ELEVATOR
- ELEC = ELECTRIC

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 3 of 15

EXHIBIT A

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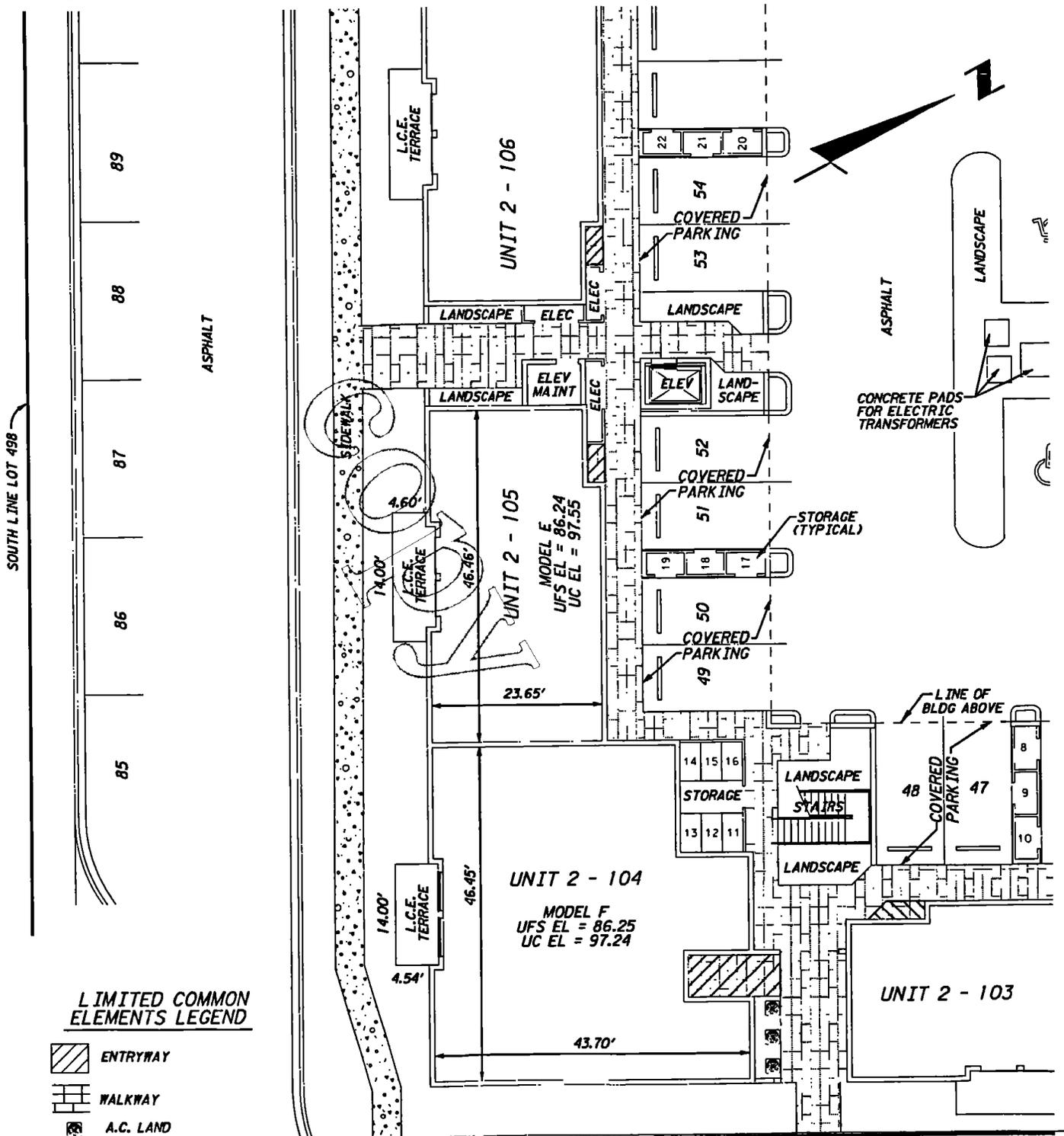
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482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/641-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 1ST FLOOR

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- ELEV = ELEVATOR
- ELEC = ELECTRIC

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

- Unfinished Floor Slab Elevation = UFS EL
- Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PWM  
 Ckd. By: DKK  
 Sheet 4 of 15

EXHIBIT A

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17-JAN-2002 16:40



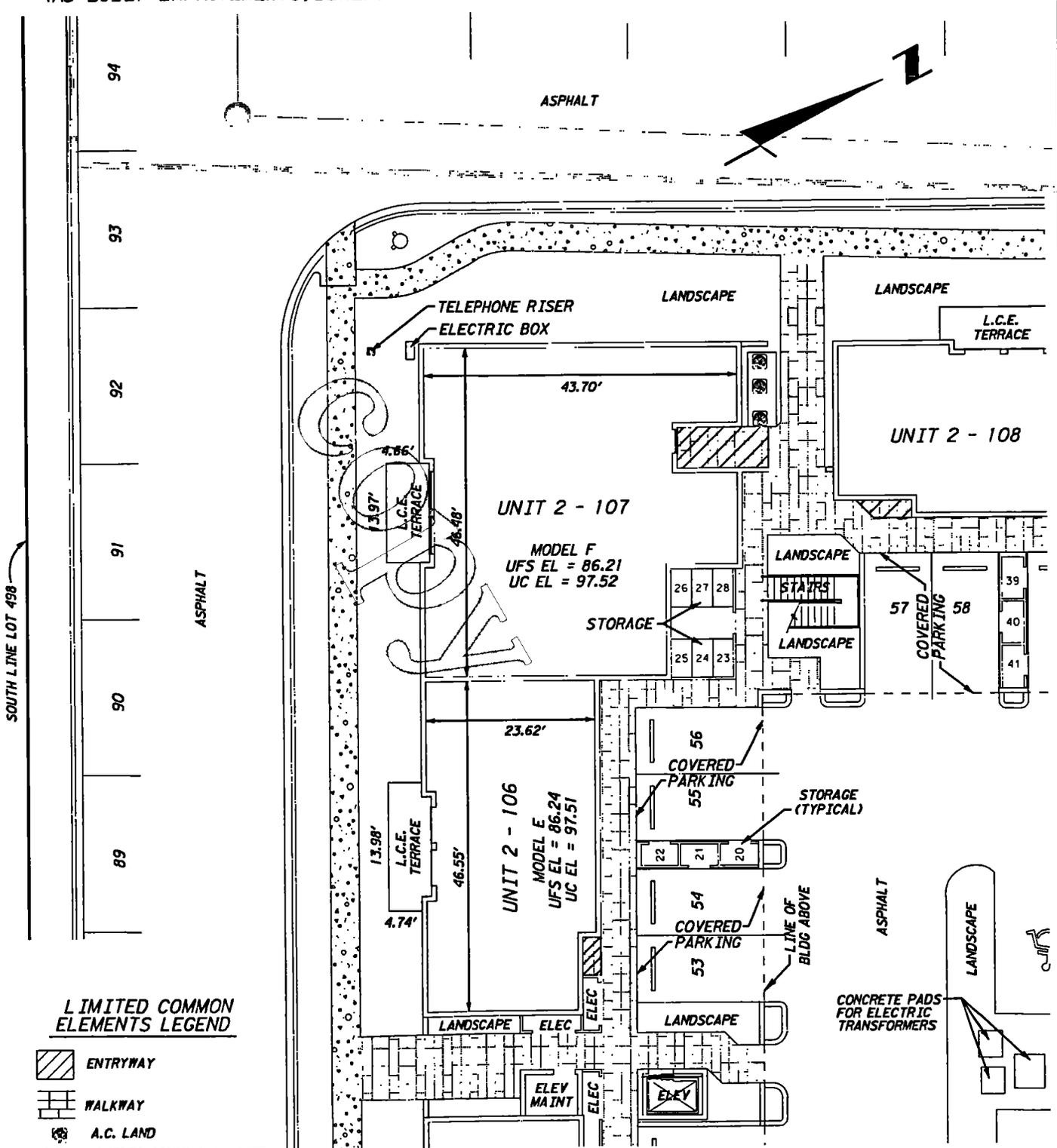
482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 1ST FLOOR

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

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17-JAN-2002 16:40



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- ELEV = ELEVATOR
- ELEC = ELECTRIC

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

CONCRETE PADS FOR ELECTRIC TRANSFORMERS

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 5 of 15

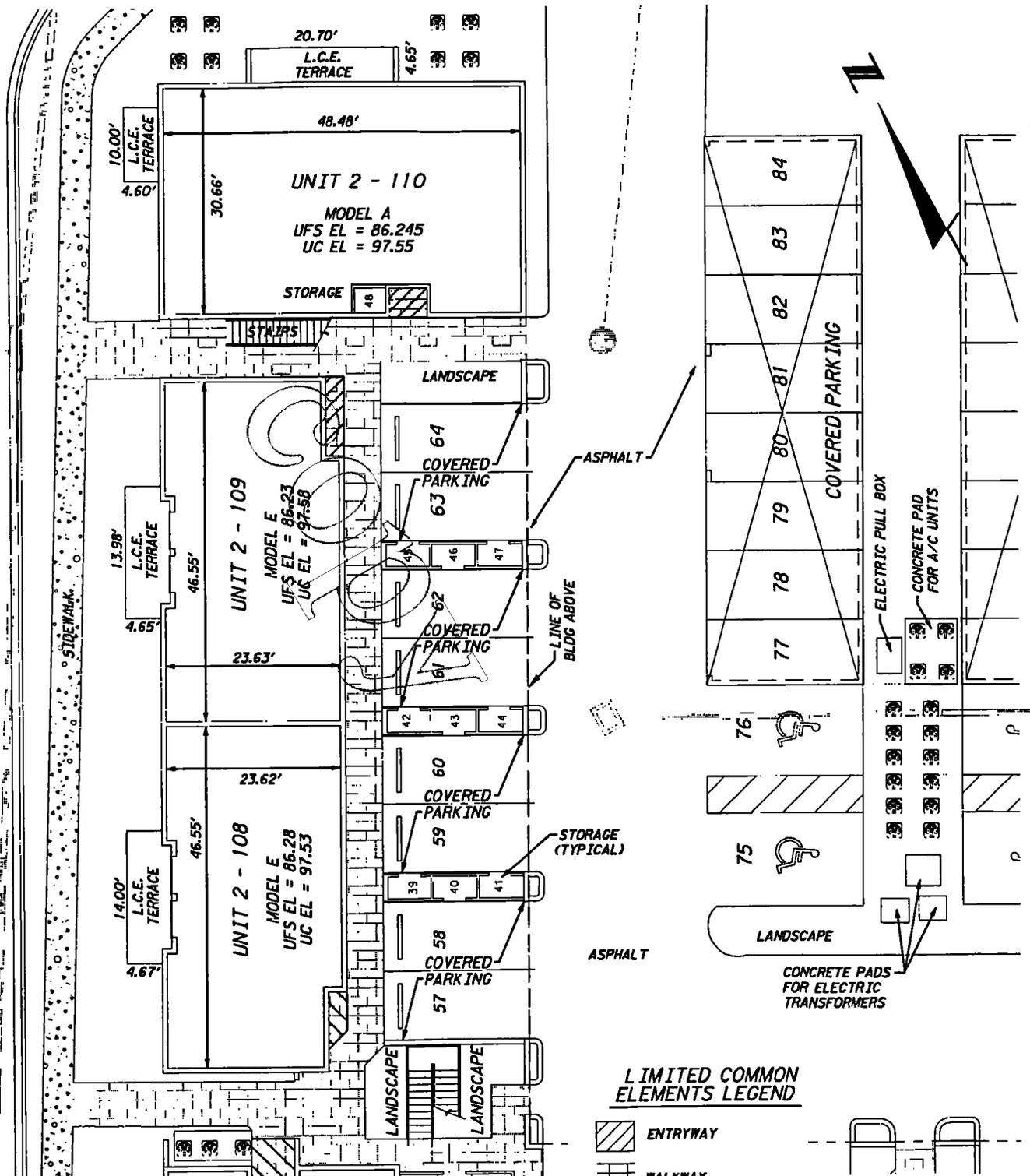
EXHIBIT A

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 1ST FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon  
Wait Disney World Datum.

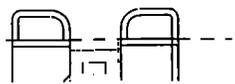
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Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- ELEV = ELEVATOR
- ELEC = ELECTRIC



Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 6 of 15

### EXHIBIT A

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17-JAN-2002 16:40



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

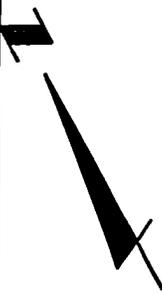
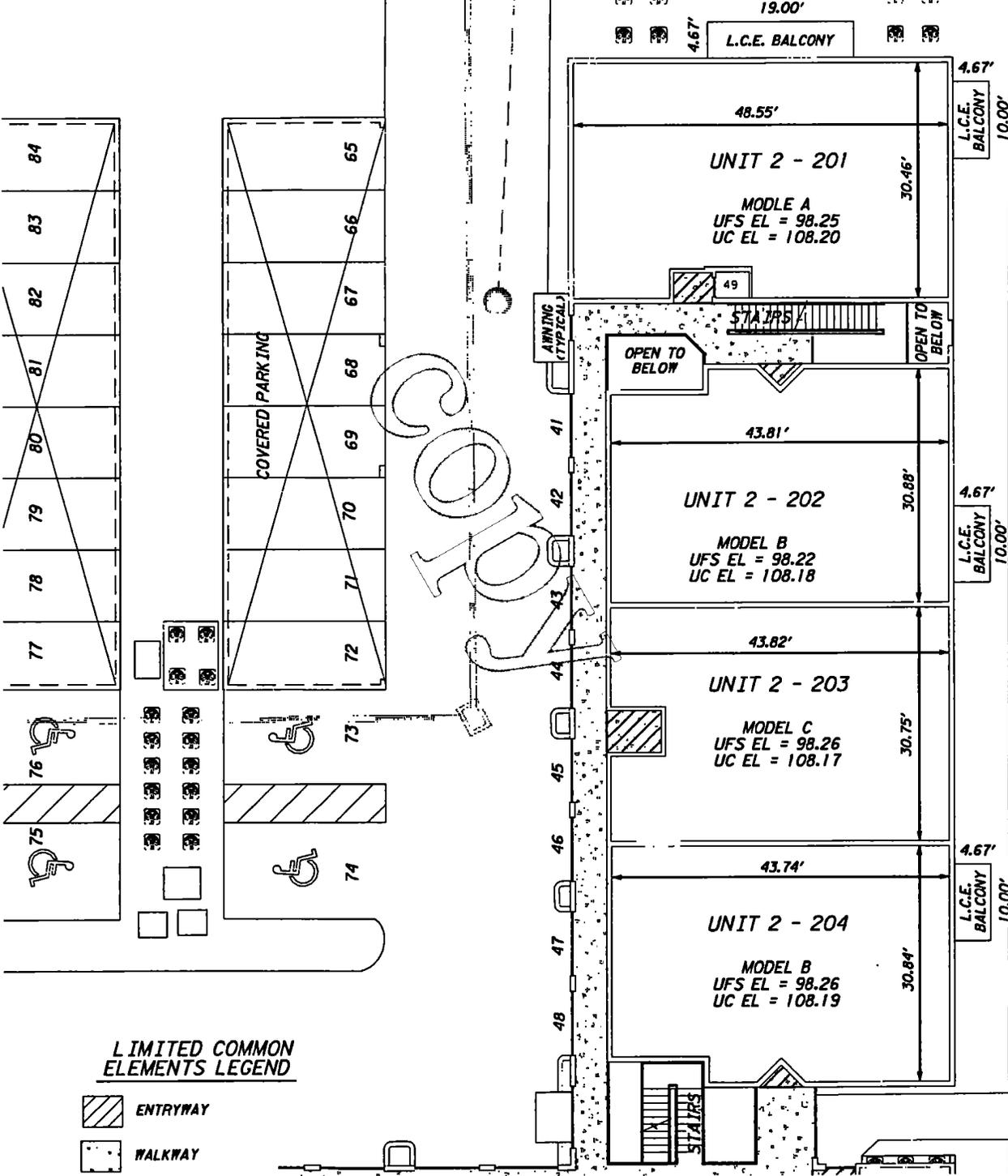
# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 2ND FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

PHASE 1 (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

PHASE 2



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 7 of 15

EXHIBIT A

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17-JAN-2002 16:41

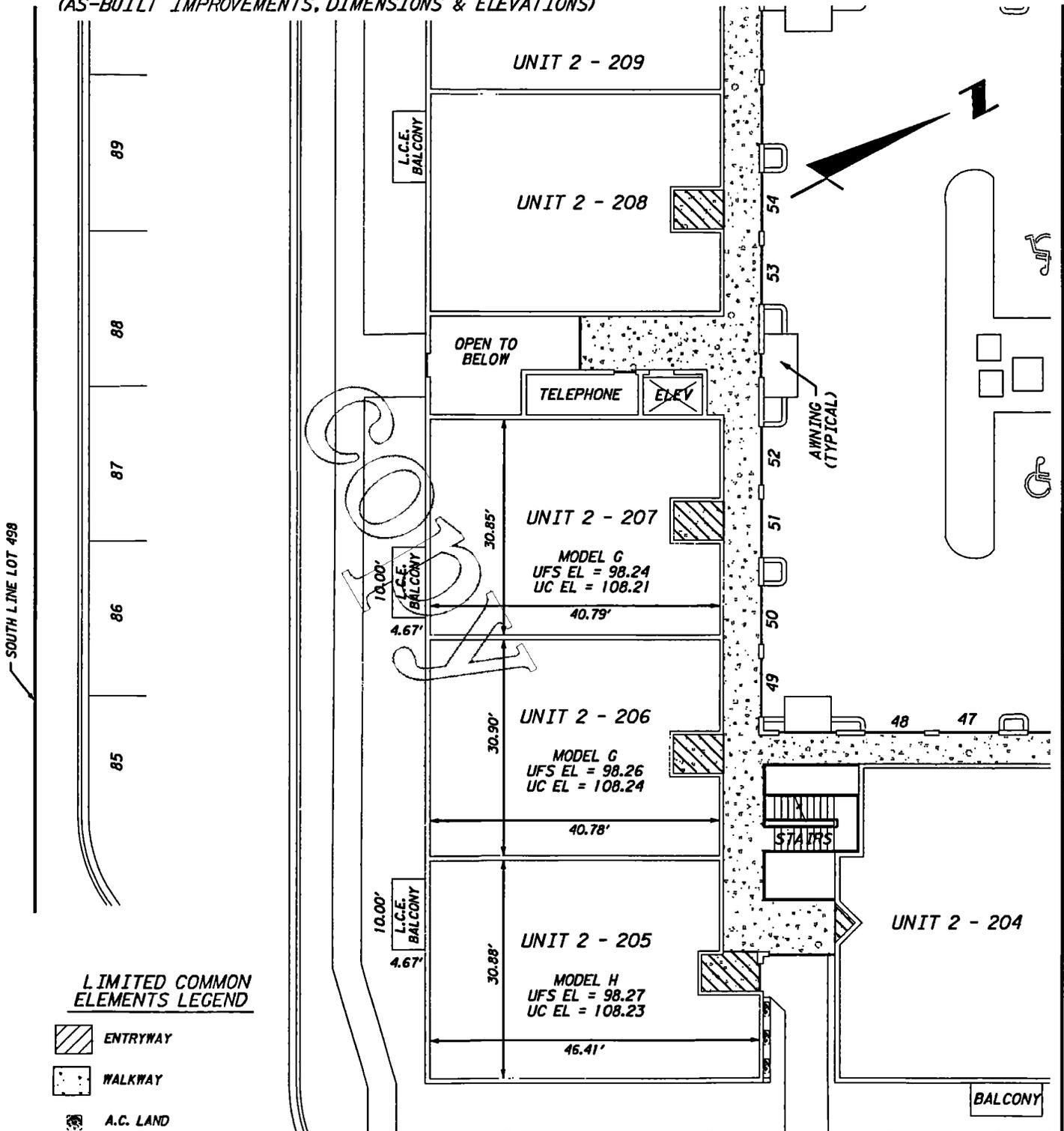


482 South Keller Road  
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# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 2ND FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

ELEV = ELEVATOR

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PWM  
 Ckd. By: DKK  
 Sheet 8 of 15

EXHIBIT A

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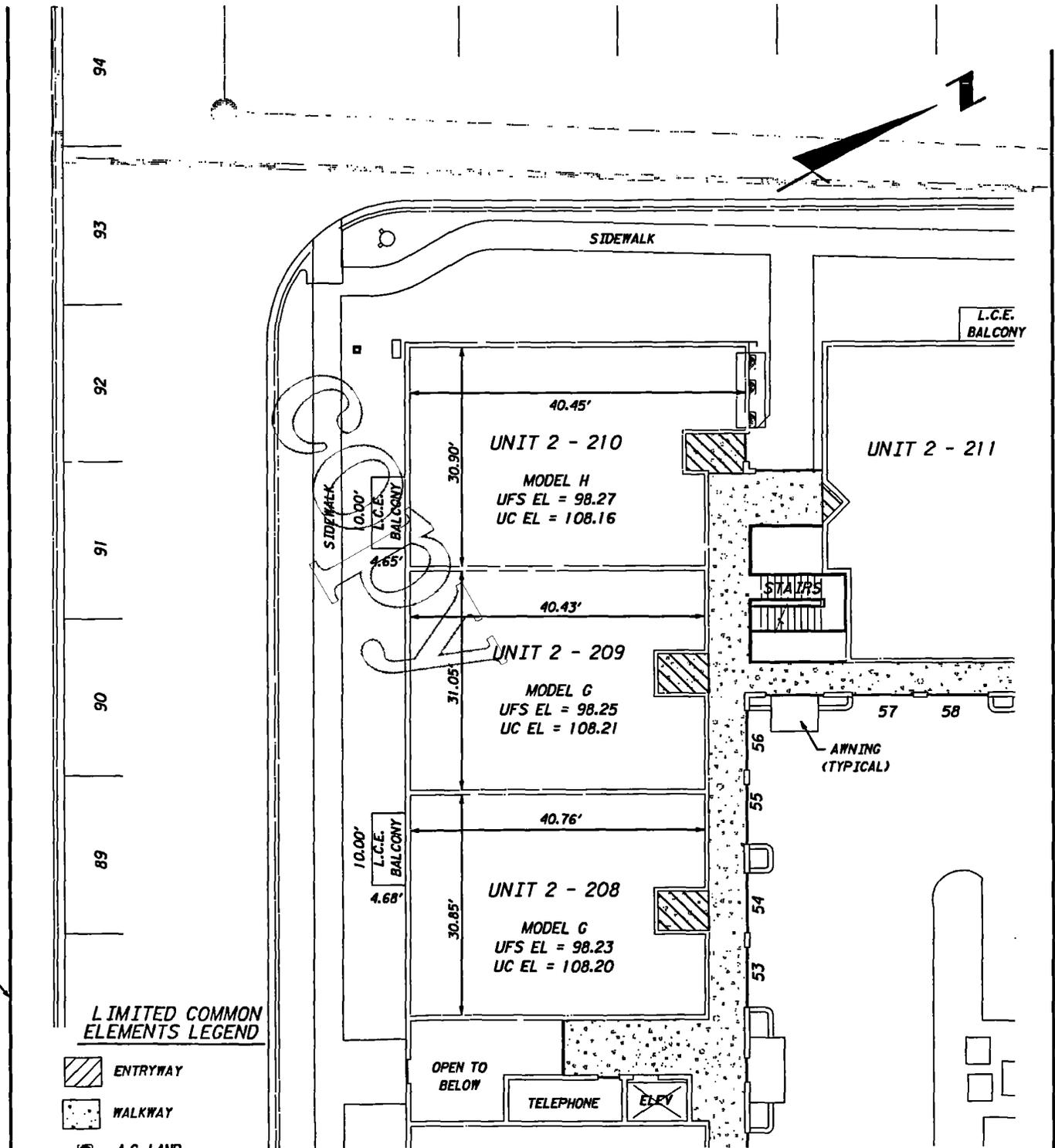
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 Orlando, Florida 32810-6101  
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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 2ND FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

ELEV = ELEVATOR

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMW  
 Ckd. By: DKK  
 Sheet 9 of 15

EXHIBIT A

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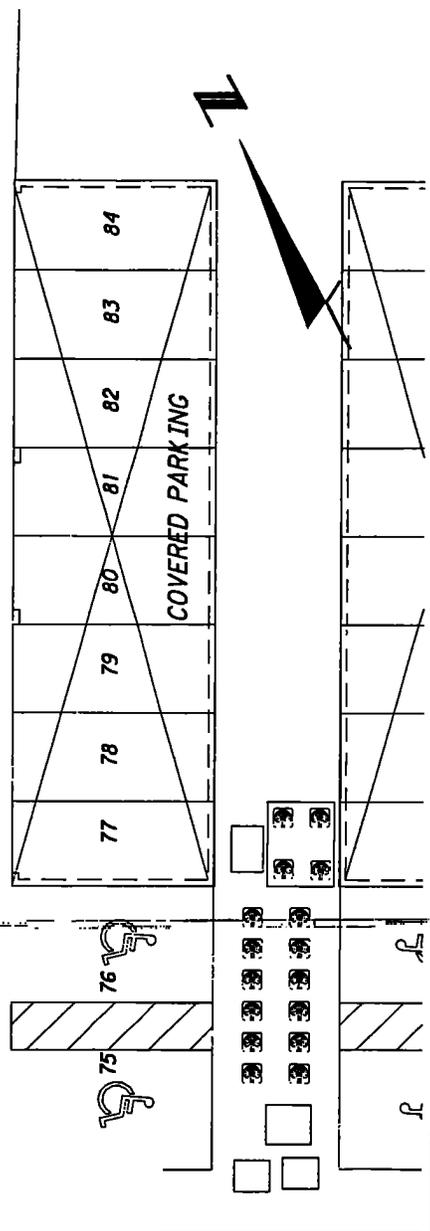
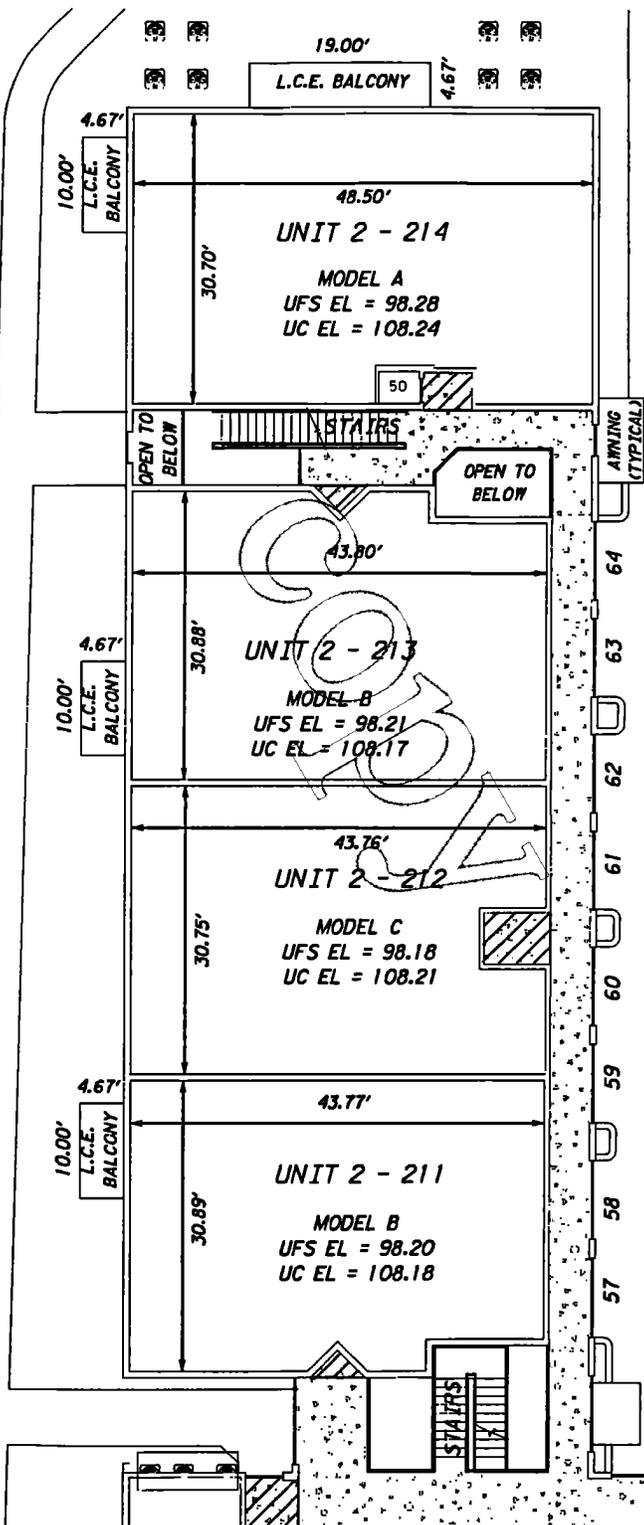


482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 2ND FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY

A.C. LAND  
L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMW  
Ckd. By: DKK  
Sheet 10 of 15

EXHIBIT A

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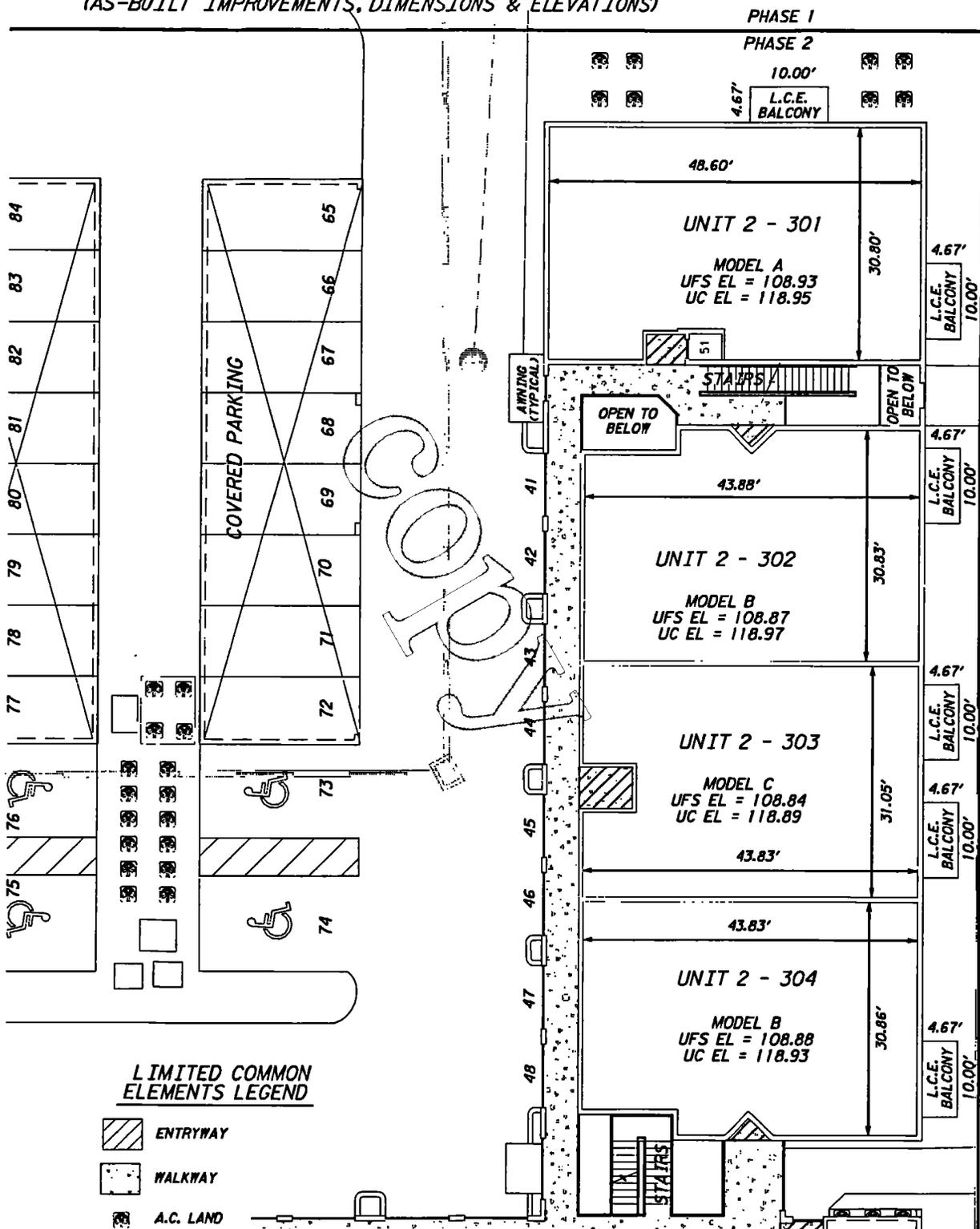


482 South Keller Road  
Orlando, Florida 32810-6101  
Tel #407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 3RD FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon  
Wait Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 11 of 15

EXHIBIT A

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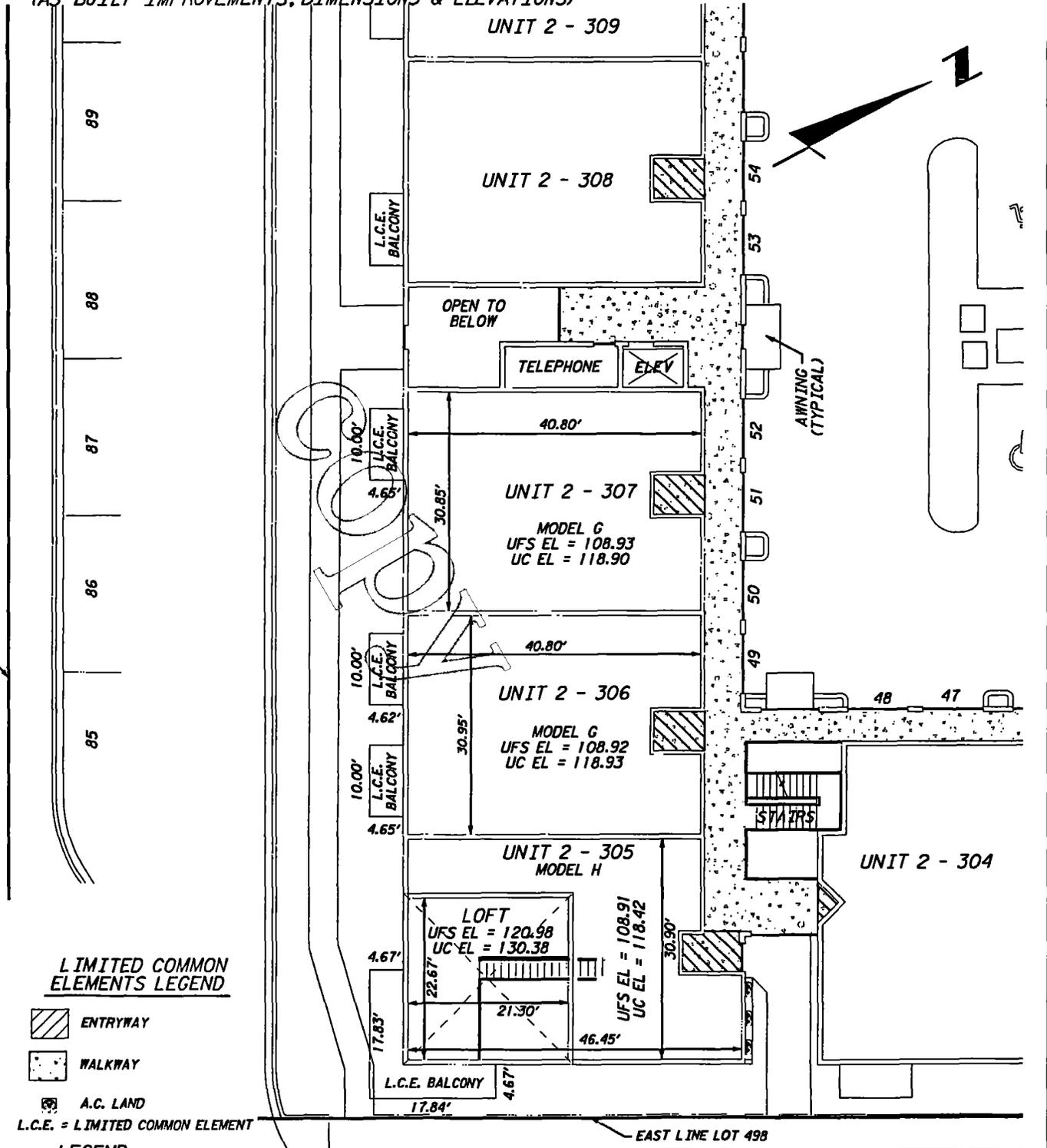
17-JAN-2002 16:43



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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2, 3RD FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

ELEV = ELEVATOR

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PWM  
 Ckd. By: DKK  
 Sheet 12 of 15

EXHIBIT A

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17-JAN-2002 16:43

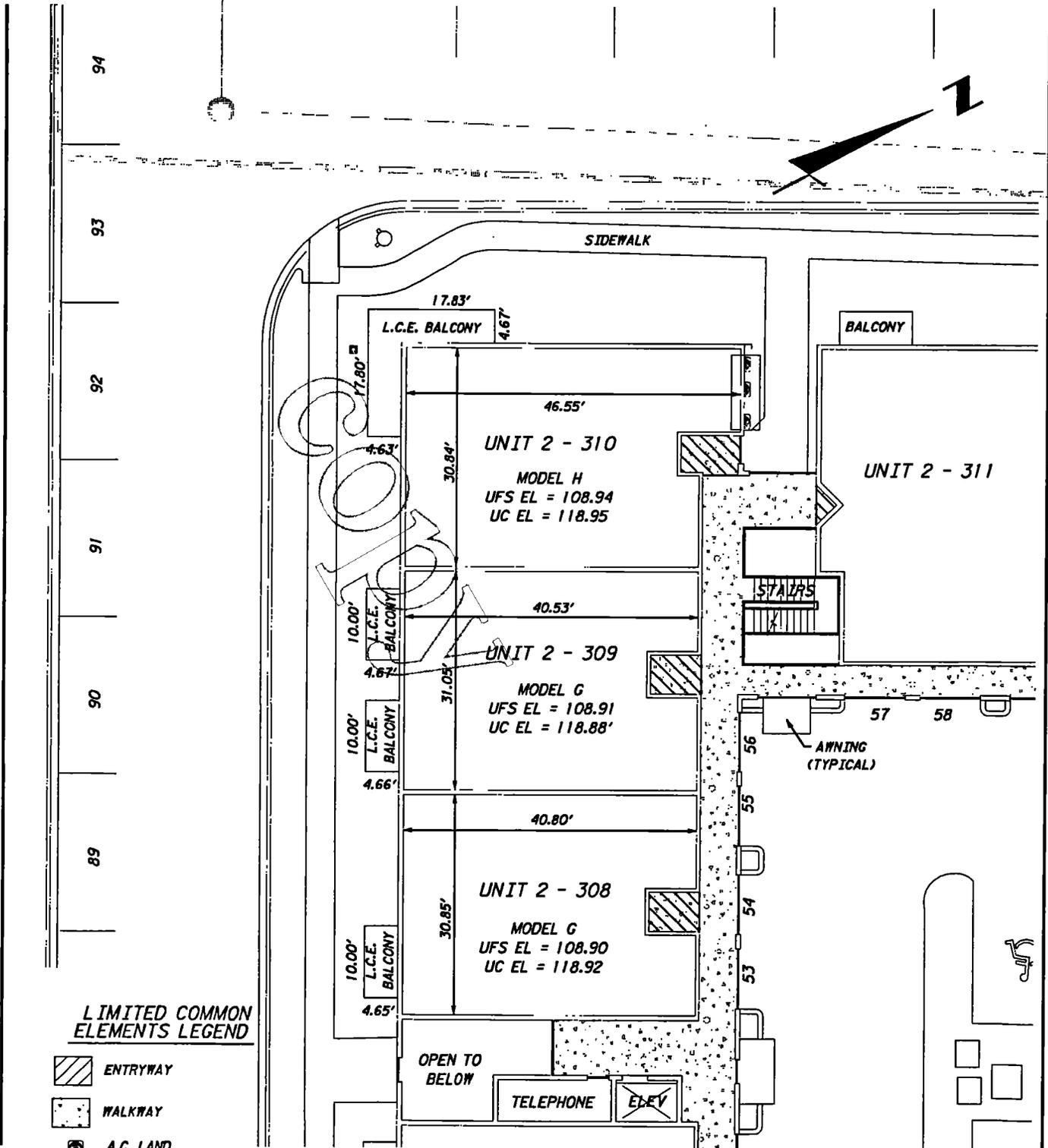


482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/641-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 3RD FLOOR

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



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SOUTH LINE LOT 498

17-JAN-2002 16:43

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

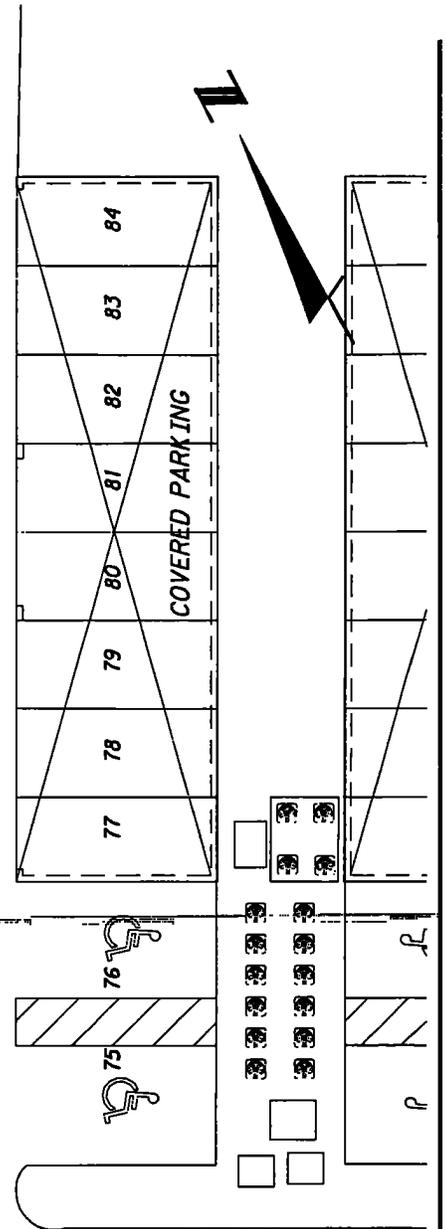
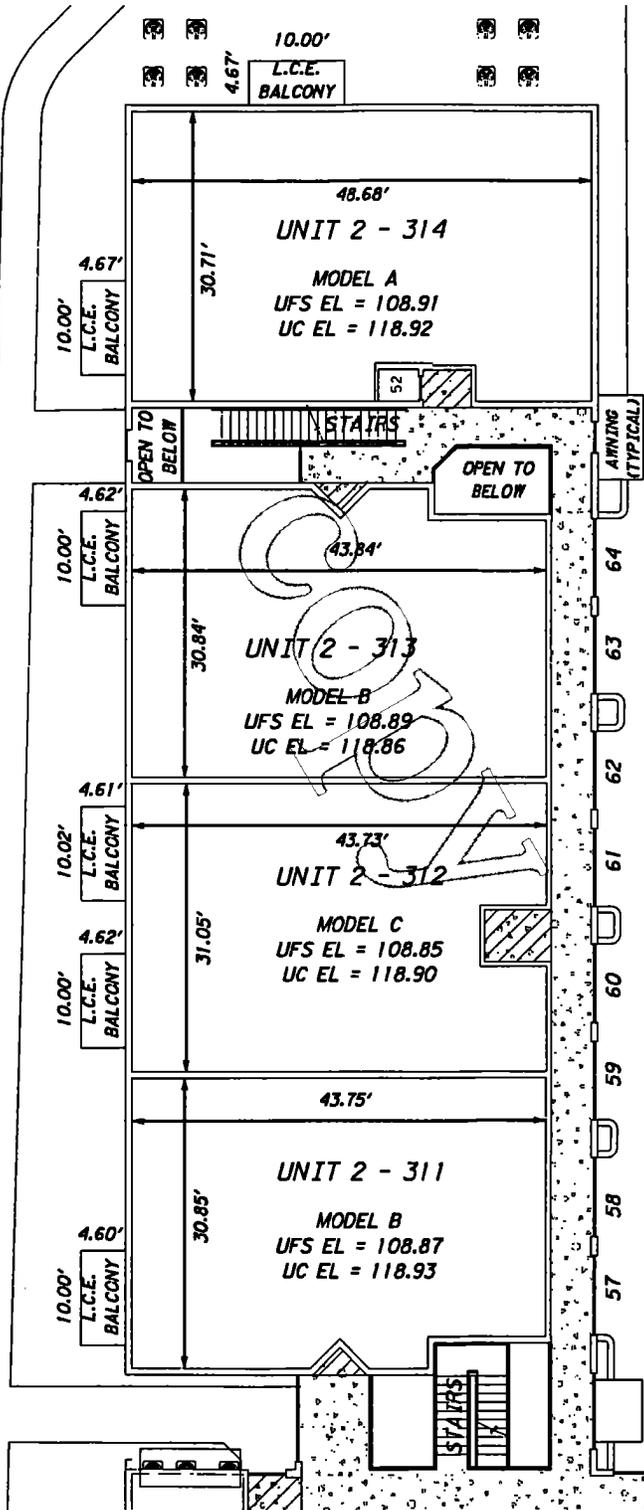
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Job No.: 070544.00  
F.B.: N/A  
Drawn By: PNM  
Ckd. By: DKK  
Sheet 13 of 15

EXHIBIT A

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

## PHASE 2, 3RD FLOOR

### PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



#### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY

#### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

A.C. LAND  
L.C.E. = LIMITED COMMON ELEMENT

Date: 01/15/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 14 of 15

EXHIBIT A

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17-JAN-2002 16:44



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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 2

## NOTES TO SURVEY

### 1. DESCRIPTION OF DWELLING UNITS

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

#### A. Upper Boundaries

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

#### C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

##### (2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

#### E. Air Conditioning Units

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

#### F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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

Date: 01/15/02  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMW  
Ckd. By: DKK  
Sheet 15 of 15

EXHIBIT A



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

LARRY WHALEY 15P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

**Return to:**

JoAnn Levy  
1690 S. Congress Ave., Suite 200  
Delray Beach FL 33445

CL 2002056769 OR 2028/340  
SKS Date 04/04/2002 Time 08:57:48

**Prepared by:**

Mark F. Grant, Esq.  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale FL 33302

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM  
TO ADD PHASE 3**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TERRACES AT CELEBRATION, A CONDOMINIUM TO ADD PHASE 3 ("Amendment"), made this 15<sup>th</sup> day of April, 2002, by ORIOLE HOMES CORP., a Florida corporation (hereinafter referred to as "Developer"), whose principal office is located at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recordation of the "Declaration" (as hereinafter defined) ("Act"), Developer has established The Terraces at Celebration, a Condominium ("Condominium"), according to the Declaration of Condominium ("Declaration") thereof recorded in Official Records Book 1954, Page 1603, of the Public Records of Osceola County, Florida and all amendments thereto (including amendments which added phases prior to the date hereof); and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in the Declaration; and

WHEREAS, the Declaration provides for the submission to condominium ownership of the "Initial Phase" (as defined in the Declaration) and also provides for submission to condominium ownership of Phase 3 as described in the Declaration; and

WHEREAS, Developer desires to add Phase 3 as part of the Condominium;

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase 3 Land," as hereinafter defined, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.
2. The real property more particularly described on the legal description and the Survey, Plot Plan and Graphic Description of Improvements for Phase 3 ("Phase 3 Survey") attached hereto as Exhibit A ("Phase 3 Land") and the improvements located thereon and all easements intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles 5, 6 and 7 of the Declaration. The Phase 3 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 3 Survey, shall constitute Phase 3.
3. The share in the Common Elements of each Dwelling Unit, including Dwelling Units in the prior phase(s) of the Condominium, shall be a one-ninety-ninth (1/99th) share. Phase 3 is the final phase to be added to the Condominium.
4. This Amendment shall become effective upon recording amongst the Public Records of Osceola County, Florida. The effect of this Amendment shall be that Phase 3, together with previously submitted phase(s), shall be, and the same shall constitute, the Condominium.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

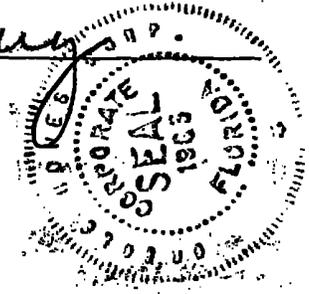
ORIOLE HOMES CORP.

Susan V Spragg  
Print Name: SUSAN V Spragg

Steven Mahon  
Print Name: Steven Mahon

By: Mark Levy  
Mark Levy, President

(SEAL)



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

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 Mark Levy, the President of ORIOLE HOMES CORP., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of ~~March~~, 2002.  
April

  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

COPY

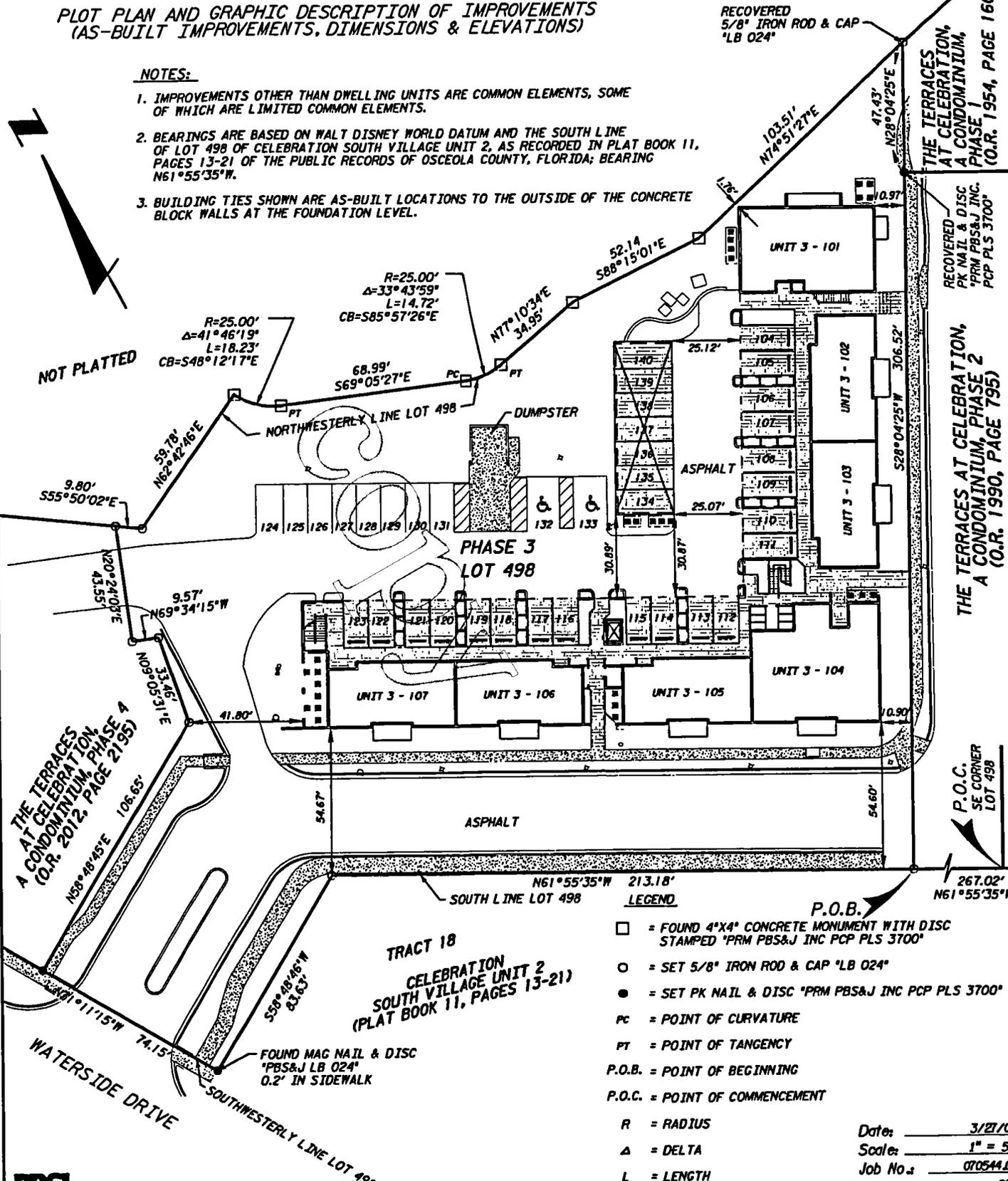
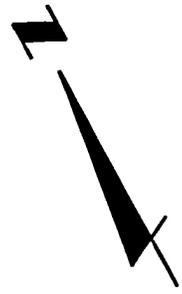


**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
PHASE 3**

**PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)**

**NOTES:**

1. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
2. BEARINGS ARE BASED ON WALT DISNEY WORLD DATUM AND THE SOUTH LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING N61°55'35"W.
3. BUILDING TIES SHOWN ARE AS-BUILT LOCATIONS TO THE OUTSIDE OF THE CONCRETE BLOCK WALLS AT THE FOUNDATION LEVEL.



- LEGEND**
- = FOUND 4"x4" CONCRETE MONUMENT WITH DISC STAMPED 'PRM PBS&J INC PCP PLS 3700'
  - = SET 5/8" IRON ROD & CAP 'LB 024'
  - = SET PK NAIL & DISC 'PRM PBS&J INC PCP PLS 3700'
  - PC = POINT OF CURVATURE
  - PT = POINT OF TANGENCY
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - R = RADIUS
  - Δ = DELTA
  - L = LENGTH
  - CB = CHORD BEARING
  - O.R. = OFFICIAL RECORDS BOOK
- Date: 3/21/02  
 Scale: 1" = 50'  
 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PMW  
 Ckd. By: DKK

**PBS**  
 482 South Keller Road  
 Orlando, Florida 32810  
 Tel: 407/641-7275 Certificate No. LB 24

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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3 LEGAL DESCRIPTION, NOTES & CERTIFICATION

## LEGAL DESCRIPTION

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 498; thence N.61°55'35"W. along the South line of said Lot 498 for 267.02 feet to the POINT OF BEGINNING; thence continue along said South line of said lot 498 N.61°55'35"W. for 213.18 feet; thence continue along said South line S.58°48'46"W. for 83.63 feet to the Southwesterly line of said Lot 498; thence N.31°11'15"W. along said Southwesterly line for 74.15 feet; thence leaving said Southwesterly line run N.58°48'45"E. for 106.65 feet; thence N.09°05'31"E. for 33.46 feet; thence N.69°34'15"W. for 9.57 feet; thence N.20°24'03"E. for 43.55 feet to the Northwesterly line of said Lot 498; thence along said Northwesterly line for the following eight courses; S.55°50'02"E. for 9.80 feet; thence N.62°42'46"E. for 59.78 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.48°12'17"E., through a central angle of 41°46'19", for 18.23 feet to the point of tangency; thence S.69°05'27"E. for 68.99 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 33°43'59", for 14.72 feet to the point of tangency; thence N.77°10'34"E. for 34.95 feet; thence S.88°15'01"E. for 52.14 feet; thence N.74°51'27"E. for 103.51 feet; thence leaving said Northwesterly line of Lot 498, S.28°04'25"W. for 306.52 feet to the POINT OF BEGINNING.

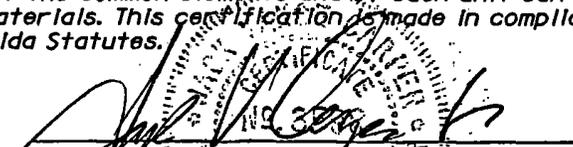
Containing 1.466 acres (63838 square feet), more or less.

## NOTES:

1. FIELD WORK WAS COMPLETED ON MARCH 21, 2002.
2. ELEVATIONS SHOWN ARE BASED ON WALT DISNEY WORLD DATUM.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.

## CERTIFICATION

The construction of the Improvements for PHASE 3 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, is substantially complete, so that the Declaration of Condominium, together with Exhibits thereto, is an accurate representation of the location and dimensions of the Improvements comprising PHASE 3 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is made in compliance with Section 718.104(4)(e), Florida Statutes.

  
 J. Vance Carber, Jr.  
 Professional Surveyor and Mapper  
 Florida Certificate No. 13598

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

Date: 3/21/02  
 Scale: N/A  
 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 2 of 12

EXHIBIT A

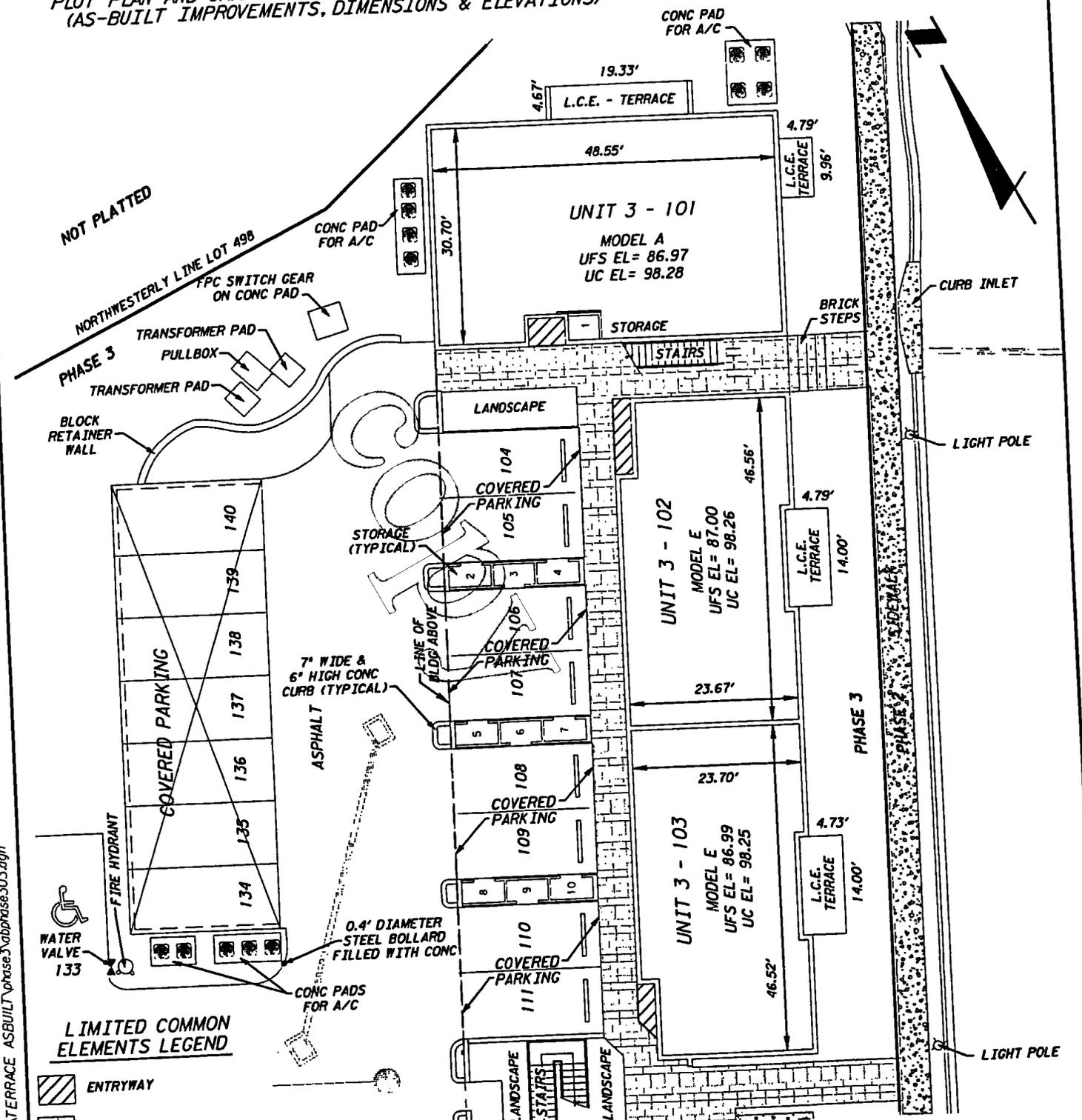
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Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 1st Floor

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

- ### LEGEND
- CONC = CONCRETE
  - FPC = FLORIDA POWER CORPORATION
  - A/C = AIR CONDITIONER
  - BLDG = BUILDING

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

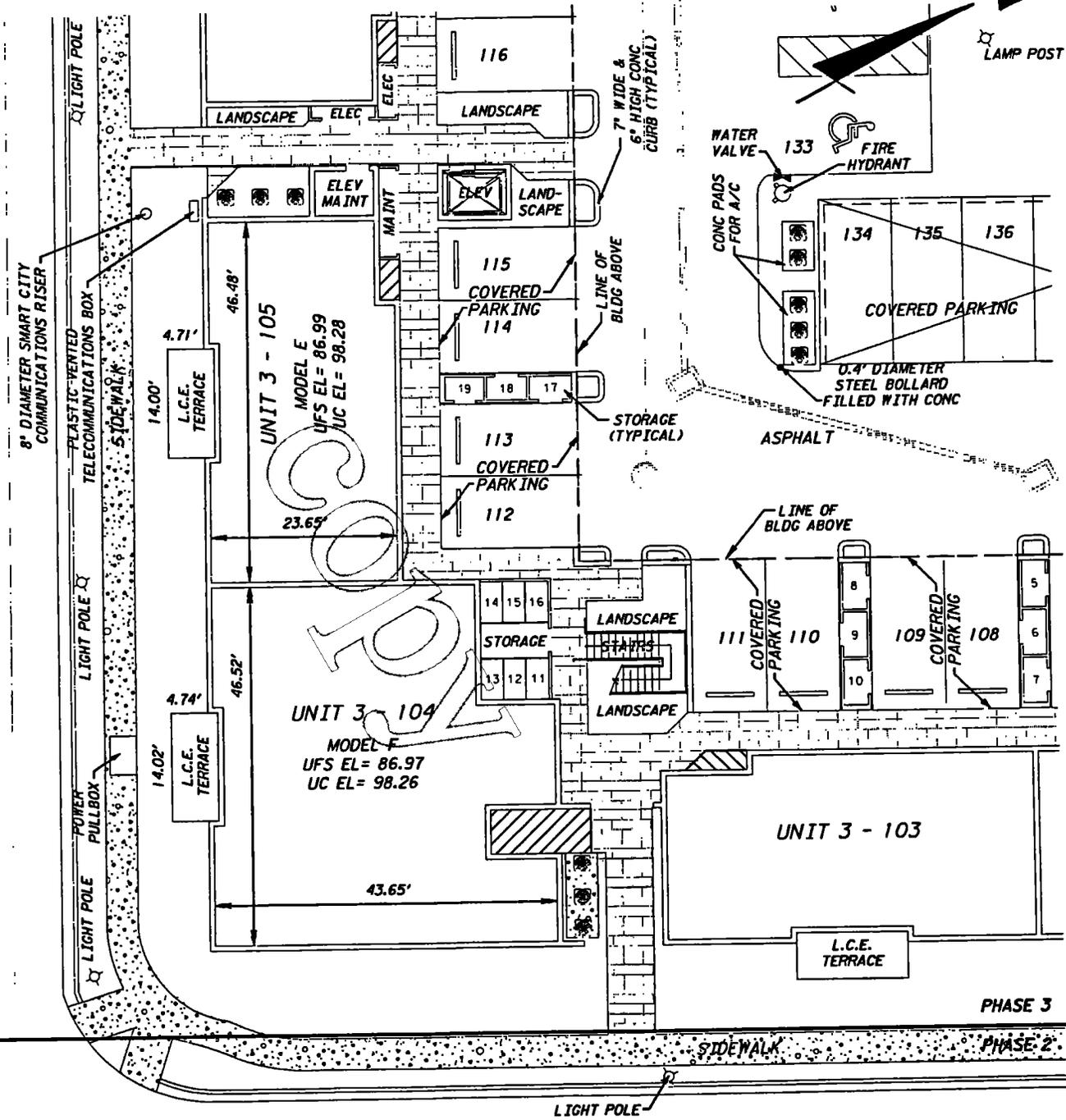
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 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PMM  
 Ckd. By: DKK  
 EXHIBIT A Sheet 3 of 12

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**PBS**  
 482 South Keller Road  
 Orlando, Florida 32810  
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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 1st Floor

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL - TELEPHONE
- ELEC - ELECTRIC
- ELEV - ELEVATOR
- CONC - CONCRETE
- MAINT - MAINTENANCE
- BLDG - BUILDING

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

Date: 3/21/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: 023  
 Drawn By: PMM  
 Ckd. By: DKK

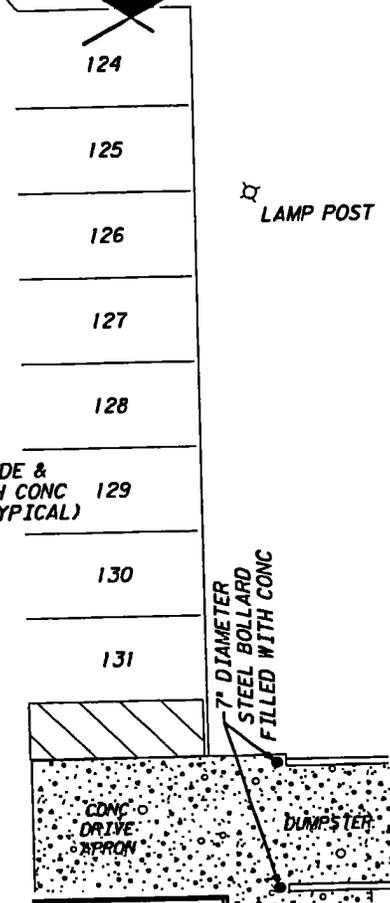
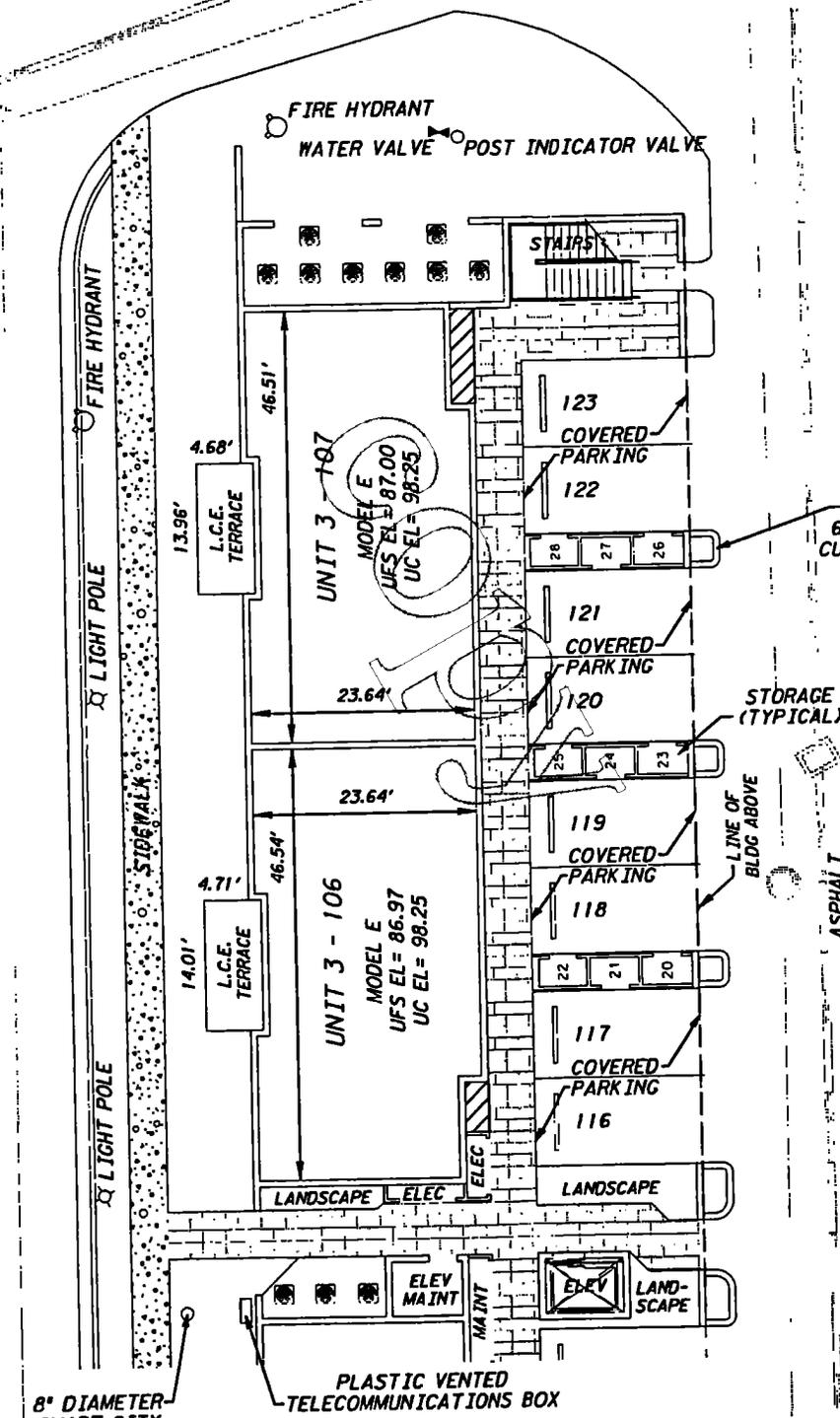
EXHIBIT A Sheet 4 of 12

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 1st Floor

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL - TELEPHONE
- ELEC - ELECTRIC
- ELEV - ELEVATOR
- CONC - CONCRETE
- MAINT - MAINTENANCE
- BLDG - BUILDING

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

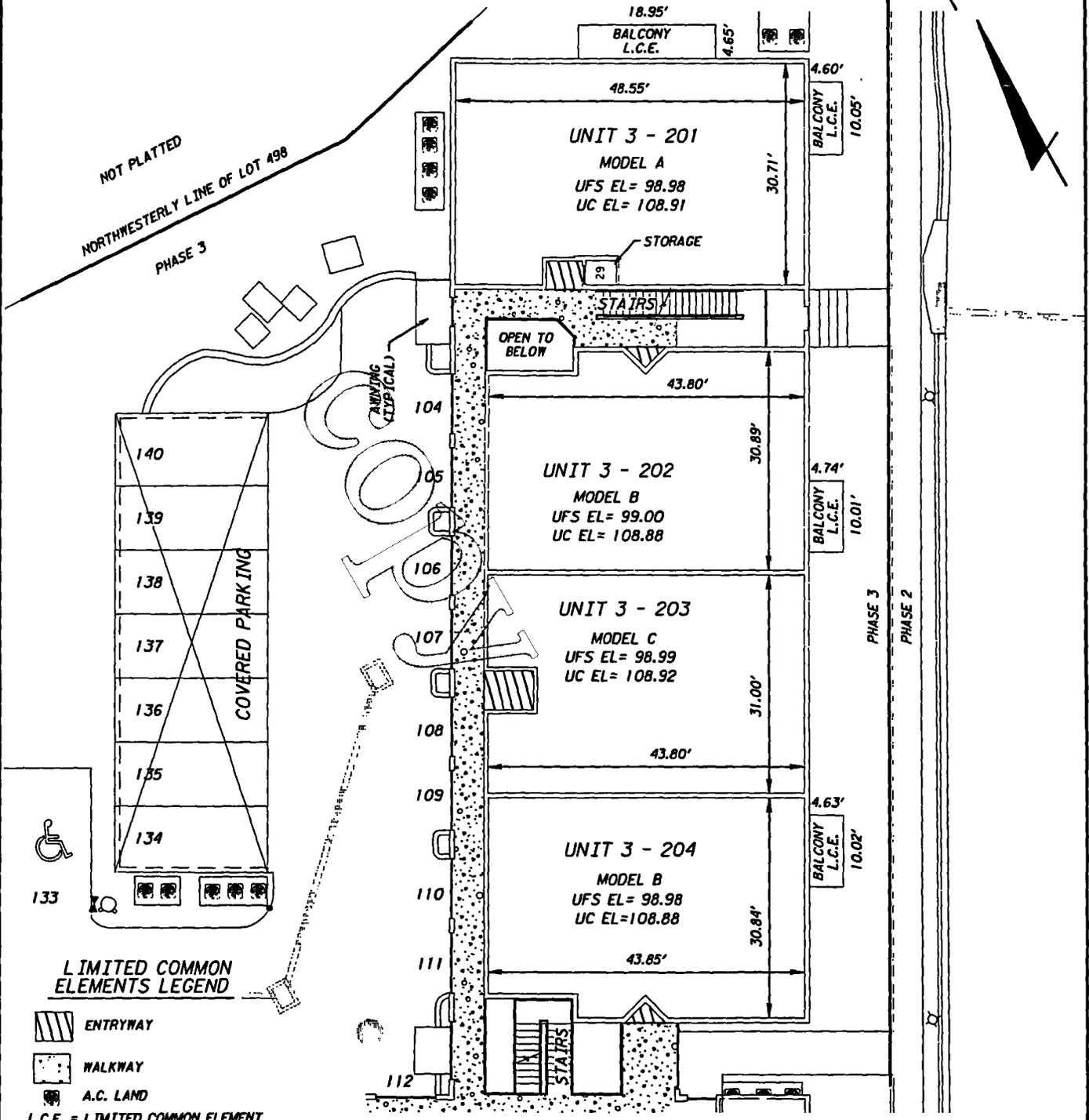
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 Ckd. By: DKK  
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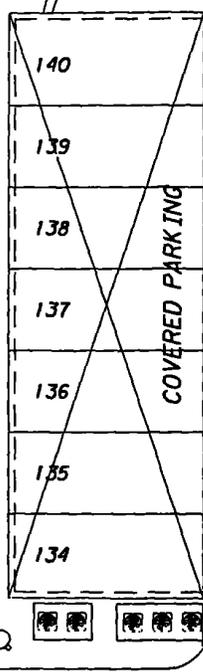
**PBS**  
 482 South Keller Road  
 Orlando, Florida 32810  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 2nd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



NOT PLATTED  
NORTHWESTERLY LINE OF LOT 498  
PHASE 3



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

Date: 3/27/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PMN  
 Ckd. By: DKK

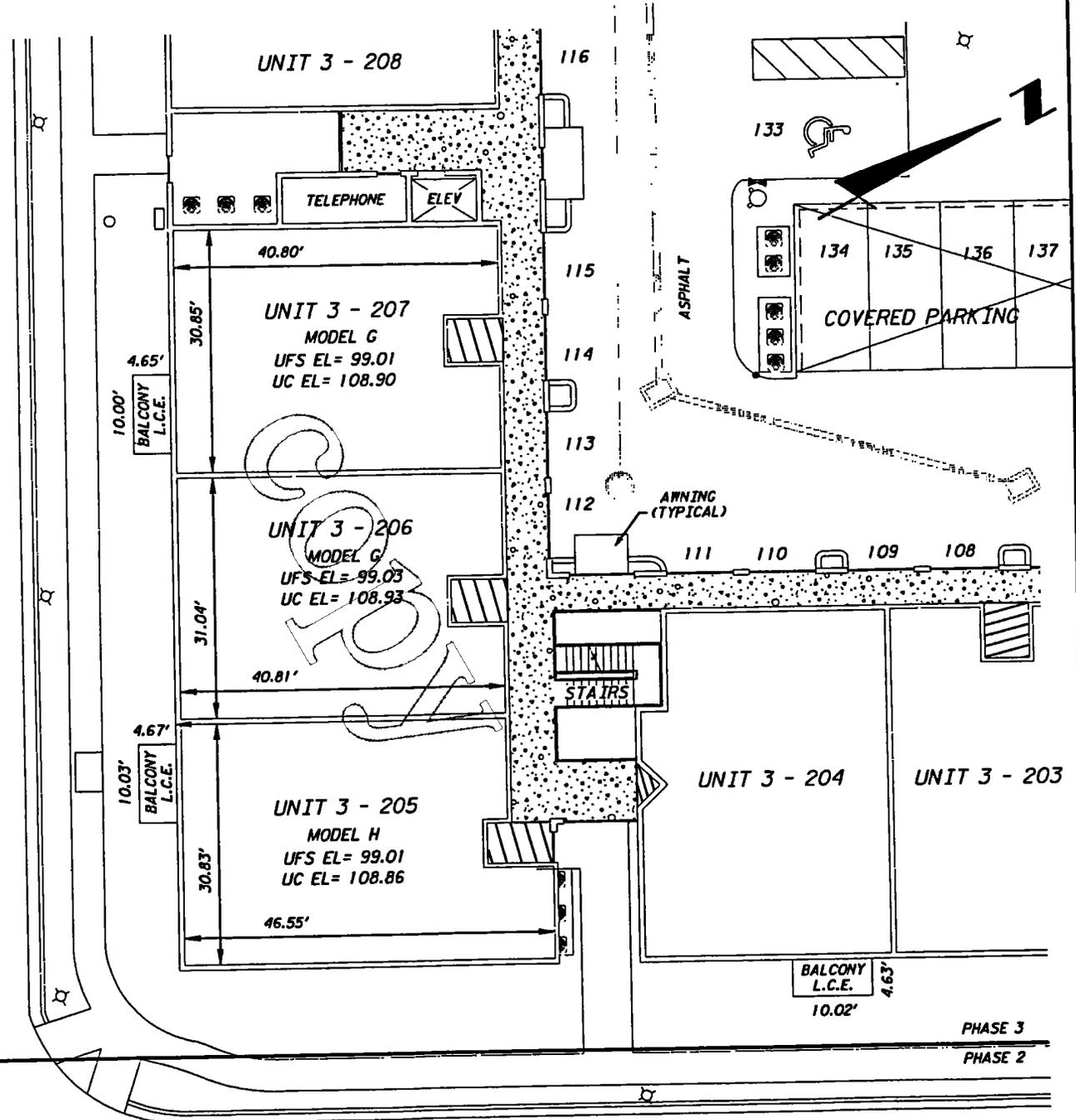
EXHIBIT A Sheet 6 of 12

28-MAR-2002 16:30 W:\Orlando Homes\lvs\terraces\terraces\phase3\appphase306.dgn

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 2nd Floor

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

Date: 3/27/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PNM  
 Ckd. By: DKK  
 Sheet 7 of 12

EXHIBIT A

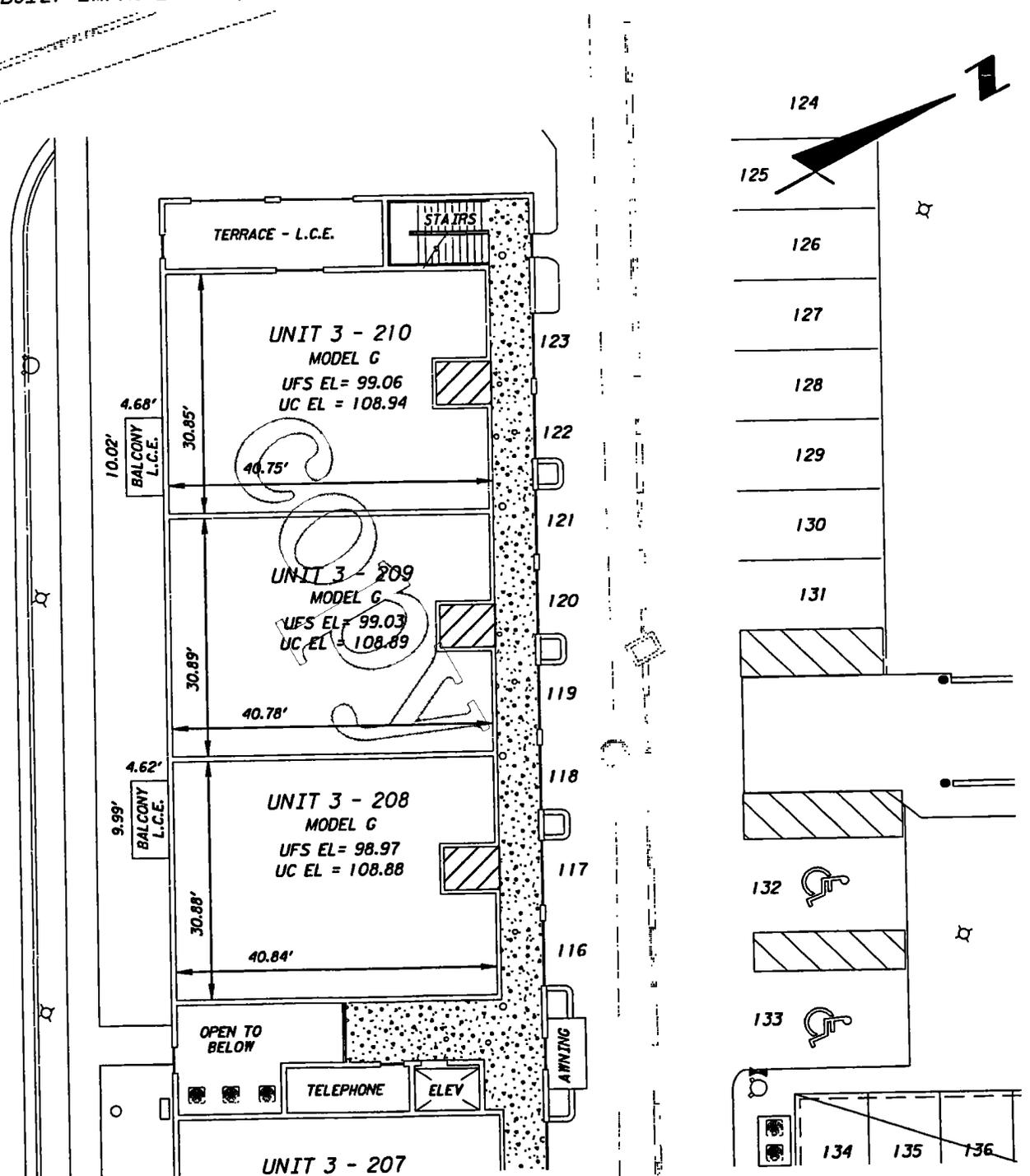
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492 South Keller Road  
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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 2nd Floor

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LEGEND

ELEV - ELEVATOR

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevations = UC EL

### LIMITED COMMON ELEMENTS LEGEND

ENTRYWAY

WALKWAY

A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 3/27/02

Scale: 1" = 20'

Job No.: 070544.00

F.B.: 823

Drawn By: PMW

Ckd. By: DKK

EXHIBIT A Sheet 8 of 12

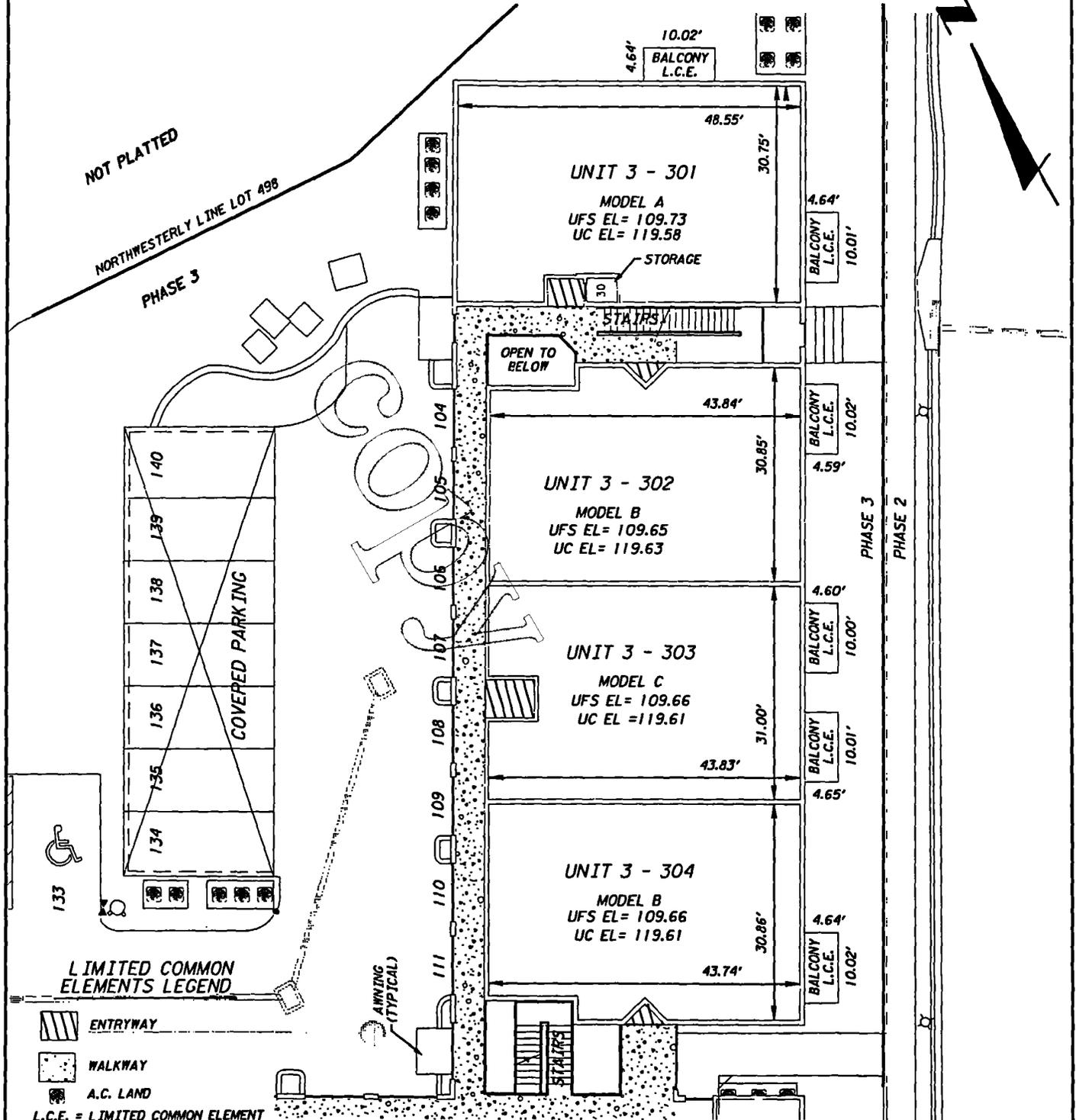
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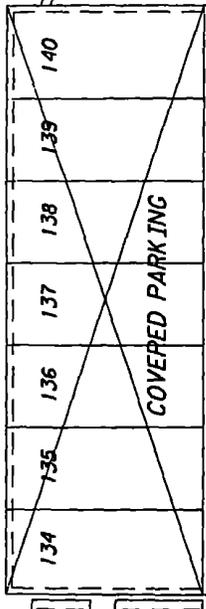
482 South Keller Road  
Orlando, Florida 32810  
Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 3rd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



NOT PLATTED  
NORTHWESTERLY LINE LOT 498  
PHASE 3



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

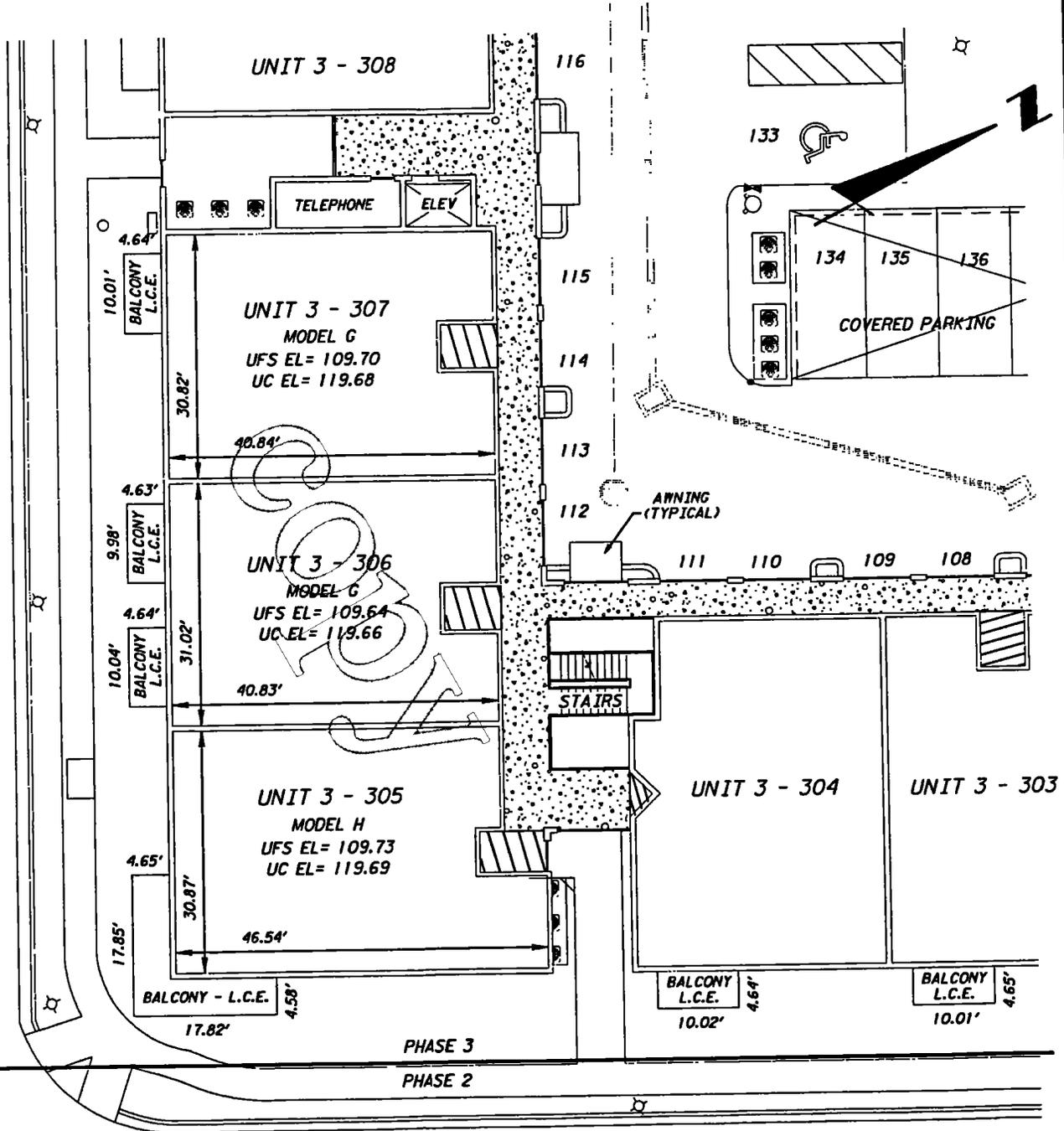
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Job No.: 070544.00  
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Drawn By: PMM  
Ckd. By: DKK

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 3rd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

ELEV = ELEVATOR

Date: 3/27/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: 823  
 Drawn By: PMM  
 Ckd. By: DKK

EXHIBIT A Sheet 10 of 12

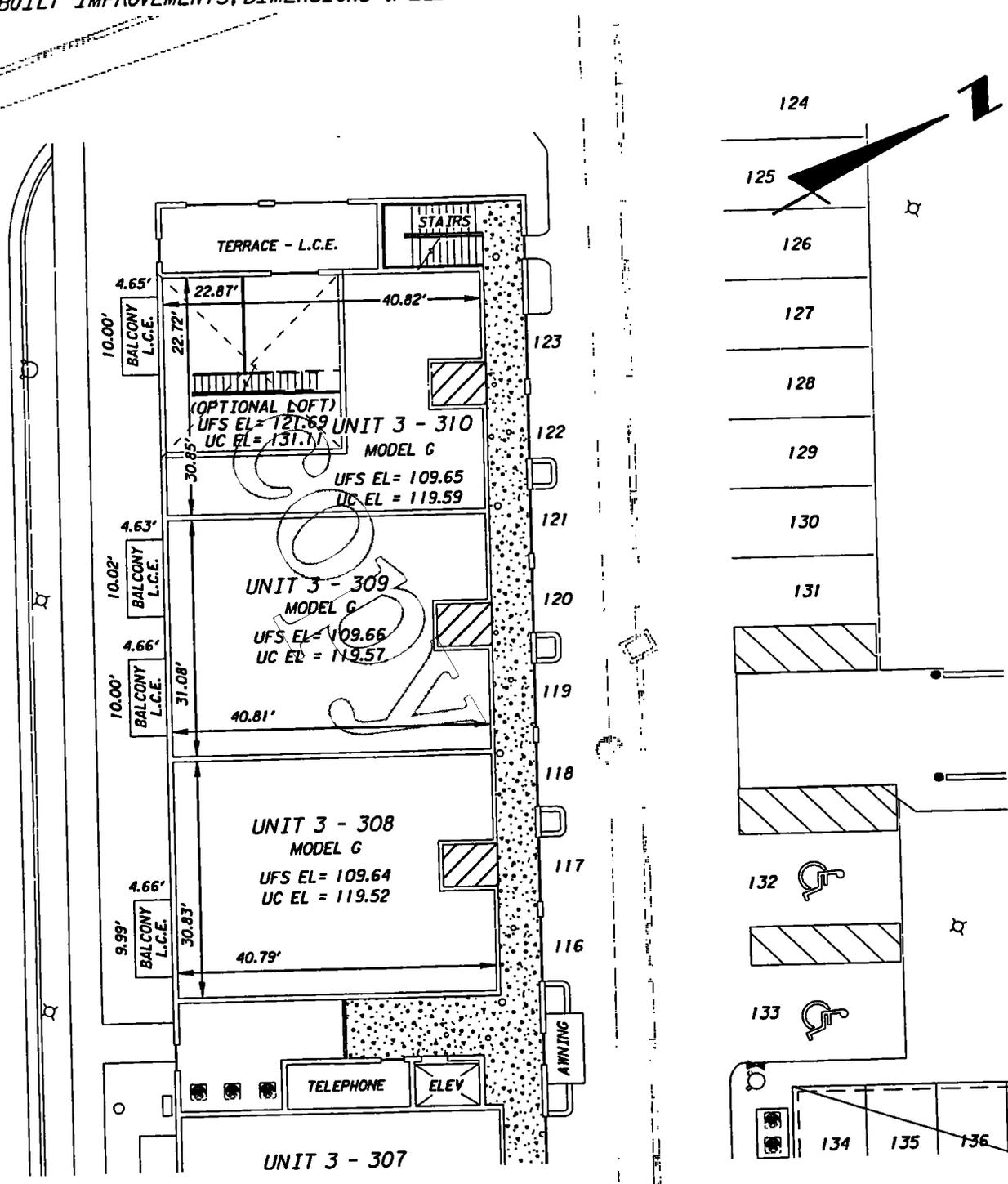
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482 South Keller Road  
 Orlando, Florida 32810  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3, 3rd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



**LEGEND**

ELEV - ELEVATOR

**ELEVATIONS**

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevations = UC EL

**LIMITED COMMON  
ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 3/27/02  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: 823  
Drawn By: PMM  
Ckd. By: DKK  
Sheet 11 of 12

**EXHIBIT A**

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482 South Keller Road  
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Tel. 407/641-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 3

## NOTES TO SURVEY

### 1. DESCRIPTION OF DWELLING UNITS

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

#### A. Upper Boundaries

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

#### C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

##### (2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

#### E. Air Conditioning Units

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

#### F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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

Date: 3/27/02

Scale: N/A

Job No.: 070544.00

F.B.: 023

Drawn By: PMN

Ckd. By: DKK

EXHIBIT A Sheet 12 of 12



482 South Keller Road  
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LARRY WHALEY 21P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

Return to:  
JoAnn Levy  
1690 S. Congress Ave., Suite 200  
Delray Beach FL 33445

CL 2002038151 OR 2012/2195  
DLB Date 03/07/2002 Time 08:54:52

Prepared by:  
Mark F. Grant, Esq.  
Ruden, McClosky, Smith.  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale FL 33302

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE TERRACES AT CELEBRATION, A CONDOMINIUM  
TO ADD PHASE 4  
AND CORRECT PHASE 1**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TERRACES AT CELEBRATION, A CONDOMINIUM TO ADD PHASE 4 AND CORRECT PHASE 1 ("Amendment"), made this 5<sup>th</sup> day of March, 2002, by ORIOLE HOMES CORP., a Florida corporation (hereinafter referred to as "Developer"), whose principal office is located at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recordation of the "Declaration" (as hereinafter defined) ("Act"), Developer has established The Terraces at Celebration, a Condominium ("Condominium"), according to the Declaration of Condominium ("Declaration") thereof recorded in Official Records Book 1954, Page 1603, of the Public Records of Osceola County, Florida and any amendments thereto (including amendments which added phases prior to the date hereof); and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in the Declaration; and

WHEREAS, the Declaration provides for the submission to condominium ownership of the "Initial Phase" (as defined in the Declaration) and also provides for submission to condominium ownership of Phase 4 as described in the Declaration;

WHEREAS, Developer desires to add Phase 4 as part of the Condominium;

WHEREAS, Exhibit B-1 to the Declaration as recorded, being the Survey, Plot Plan and Graphic Description of Improvements for Phase 1 ("Phase 1 Survey"), incorrectly identified certain Limited Common Elements; and

WHEREAS, Developer desires to correct Exhibit B-1.

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase 4 Land," as hereinafter defined, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.
2. The real property more particularly described on the legal description and the Survey, Plot Plan and Graphic Description of Improvements for Phase 4 ("Phase 4 Survey") attached hereto as Exhibit A ("Phase 4 Land") and the improvements located thereon and all easements intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles 5, 6 and 7 of the Declaration. The Phase 4 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 4 Survey shall constitute Phase 4.
3. The share in the Common Elements of each Dwelling Unit, including Dwelling Units in the prior phase(s) of the Condominium shall be a one-seventy-second (1/72nd) share. Notwithstanding the foregoing, in the event an additional phase or phases are added to the Condominium, the fractional share of each Dwelling Unit shall change as stated in the Declaration.
4. The corrected Phase 1 Survey, attached hereto as Exhibit B, Sheets 1 - 11, is hereby declared to be substituted for Exhibit B-1, Sheets 1 - 11, to the Declaration as recorded, and is hereby deemed to constitute Exhibit B-1 of the Declaration as if originally recorded with the Declaration.
5. This Amendment shall become effective upon recording amongst the Public Records of Osceola County, Florida. The effect of this Amendment shall be that Phase 4, together with

previously submitted phase(s), shall be, and the same shall constitute, the Condominium and that Exhibit B attached hereto shall be deemed to be Exhibit B-1 to the Declaration as originally recorded.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

ORIOLE HOMES CORP.

Jeannette Calderone  
Print Name: Jeannette Calderone

By: Mark Levy  
Mark Levy, President

J. Thener  
Print Name: J. Thener

(SEAL)



STATE OF FLORIDA

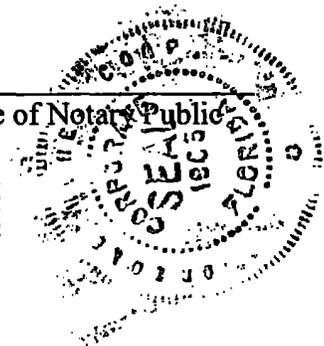
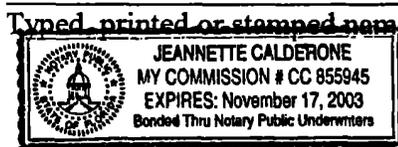
COUNTY OF PALM BEACH

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 Mark Levy, the President of ORIOLE HOMES CORP., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of March, 2002.

Jeannette Calderone  
Notary Public, State of at Large

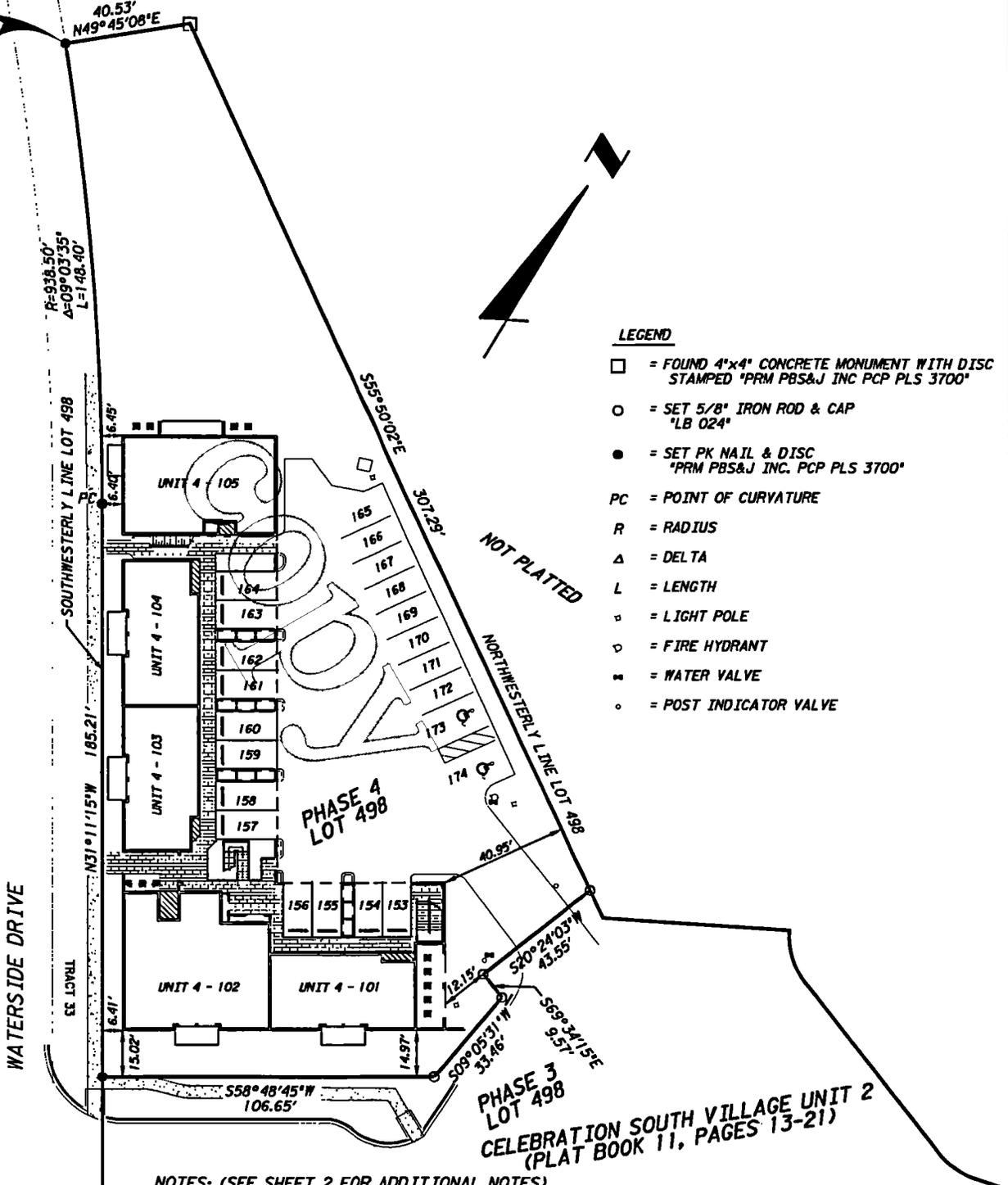
My Commission Expires:



PHASE 4

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

POINT OF BEGINNING  
MOST WESTERLY  
CORNER LOT 498



NOTES: (SEE SHEET 2 FOR ADDITIONAL NOTES)

1. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
2. BEARINGS ARE BASED ON WALT DISNEY WORLD DATUM AND THE NORTHWESTERLY LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING  $S55^{\circ}50'02''E$ .
3. BUILDING TIES SHOWN ARE AS-BUILT LOCATIONS TO THE OUTSIDE OF THE CONCRETE BLOCK WALLS AT THE FOUNDATION LEVEL.

Date: 02/25/02  
 Scale: 1" = 50'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMW  
 Ckd. By: JVC  
 EXHIBIT A Sheet 1 of 7

27-FEB-2002 15:16  
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482 South Keller Road  
 Orlando, Florida 32810  
 Tel: 407/647-7275 Certificate No. LB 24

THE TERRACES AT CELEBRATION, A CONDOMINIUM

FL 0002038151

OR 2012/2199

PHASE 4

LEGAL DESCRIPTION, NOTES & CERTIFICATION

LEGAL DESCRIPTION

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the most Westerly corner of said Lot 498; thence N.49°45'08"E. along the Northwesterly line of said Lot 498 for 40.53 feet; thence continue along said Northwesterly line S.55°50'02"E. for 307.29 feet; thence leaving said Northwesterly line S.20°24'03"W. for 43.55 feet; thence S.69°34'15"E. for 9.57 feet; thence S.09°05'31"W. for 33.46 feet; thence S.58°48'45"W. for 106.65 feet to the Southwesterly line of said Lot 498; thence N.31°11'15"W. along said Southwesterly line for 185.21 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along said Southwesterly line and the arc of said curve, having a radius of 938.50 feet, through a central angle of 9°03'35", for 148.40 feet to the POINT OF BEGINNING.

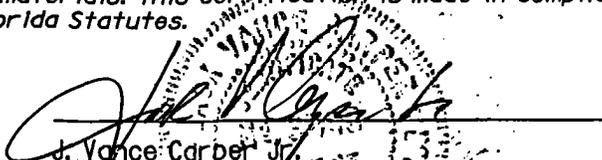
Containing 0.781 acres (34037 square feet), more or less.

NOTES:

1. FIELD WORK WAS COMPLETED ON FEBRUARY 19, 2002.
2. ELEVATIONS SHOWN ARE BASED ON WALT DISNEY WORLD DATUM.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.

CERTIFICATION

The construction of the Improvements for PHASE 4 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, is substantially complete, so that the Declaration of Condominium, together with Exhibits thereto, is an accurate representation of the location and dimensions of the Improvements comprising PHASE 4 of THE TERRACES AT CELEBRATION, A CONDOMINIUM, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is made in compliance with Section 718.104(4)(e), Florida Statutes.

  
 J. Vance Carper Jr.  
 Professional Surveyor and Mapper  
 Florida Certificate No. 3598

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

Date: 02/25/02  
 Scale: N/A  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JVC

EXHIBIT A Sheet 2 of 7

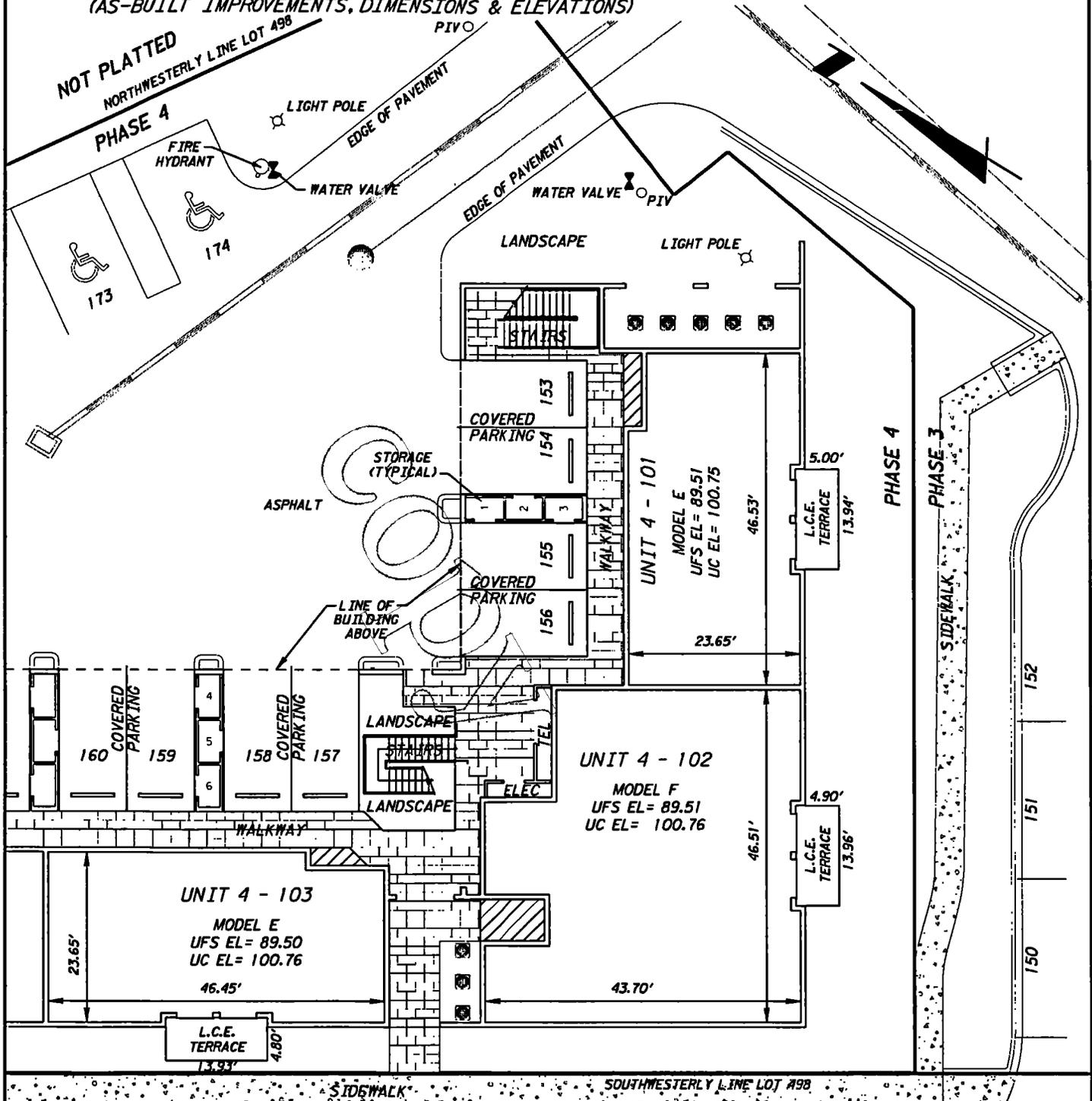
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482 South Keller Road  
Orlando, Florida 32810  
Tel: 407/647-7275 Certificate No. LB 24

PHASE 4, 1st Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



**ELEVATIONS**

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

**LEGEND**

TEL - TELEPHONE  
ELEC - ELECTRIC  
PIV - POST INDICATOR VALVE

**LIMITED COMMON ELEMENTS LEGEND**

ENTRYWAY  
WALKWAY  
A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 02/25/02  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.s: N/A  
Drawn By: HEB  
Ckd. By: JVC  
Sheet 3 of 7

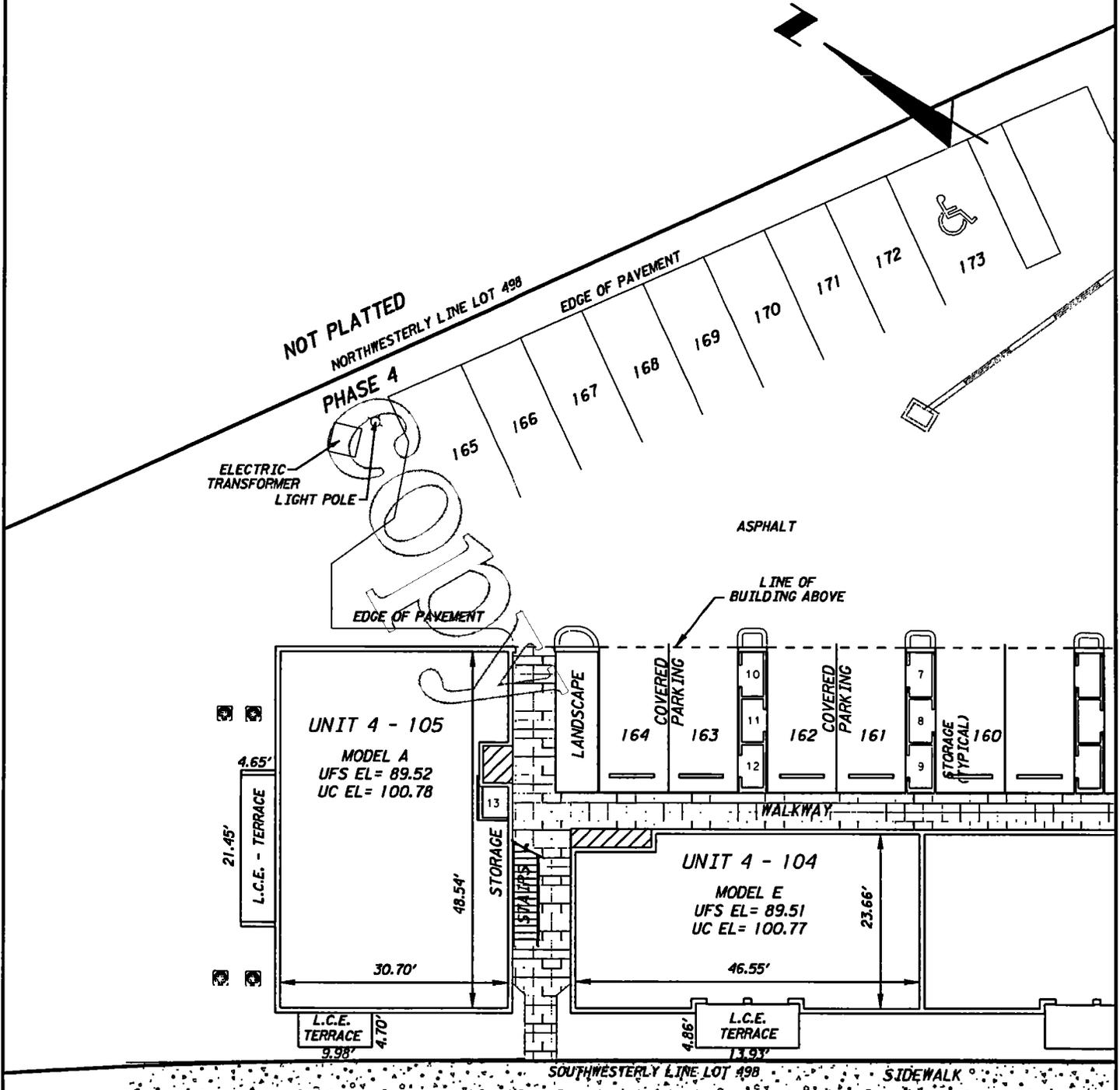


482 South Keller Road  
Orlando, Florida 32810  
Tel: 407/647-7275 Certificate No. LB 24

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PHASE 4, 1st Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

LIMITED COMMON ELEMENTS LEGEND

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 02/25/02  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JVC  
Sheet 4 of 7



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

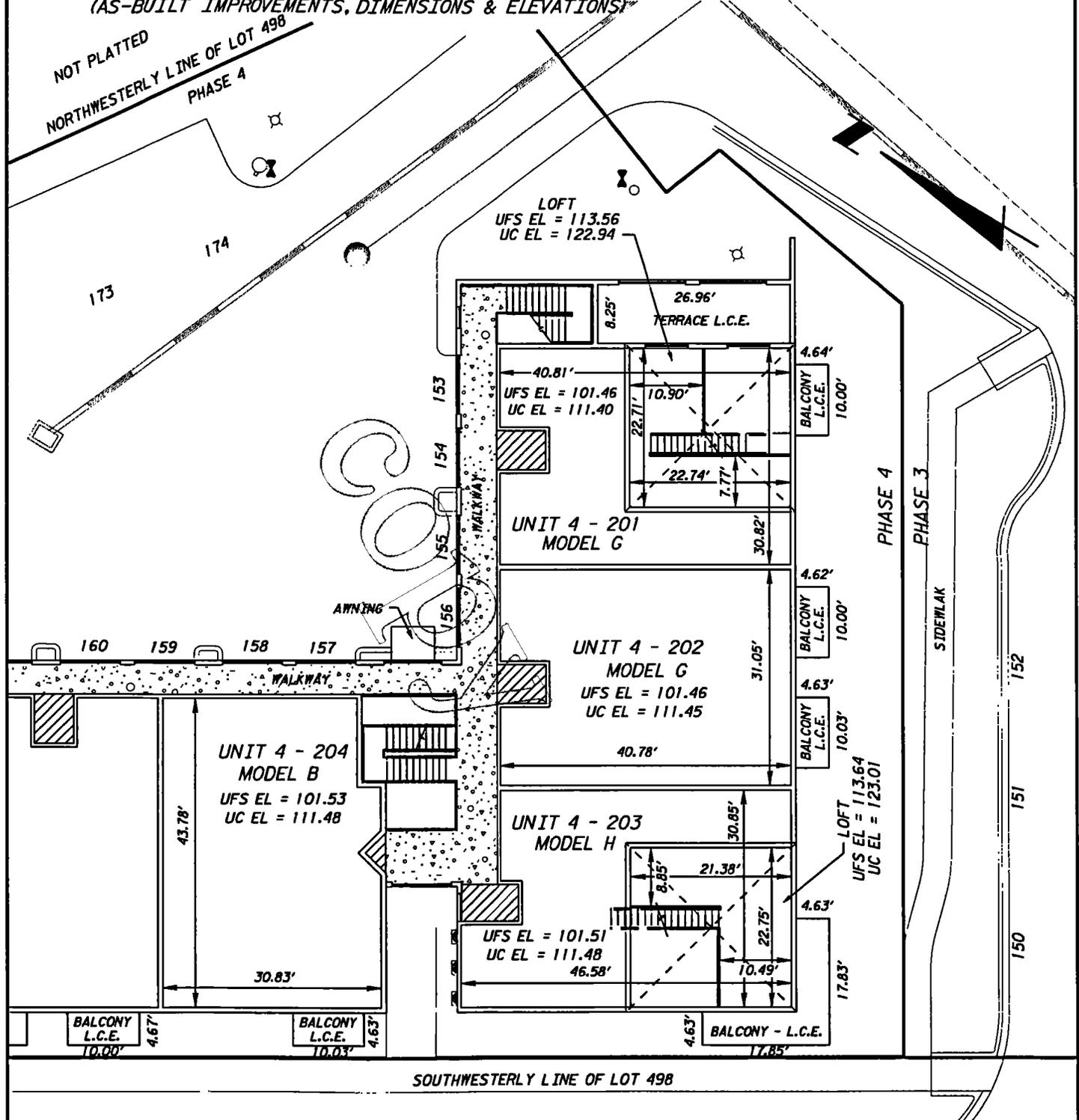
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**THE TERRACES AT CELEBRATION, A CONDOMINIUM CL 2002038151**

OR 2012/2202

**PHASE 4, 2nd Floor**

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



**ELEVATIONS**

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON  
ELEMENTS LEGEND**

-  ENTRYWAY
-  WALKWAY
-  A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 02/25/02  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: HEB  
 Ckd. By: JVC  
 Sheet 5 of 7

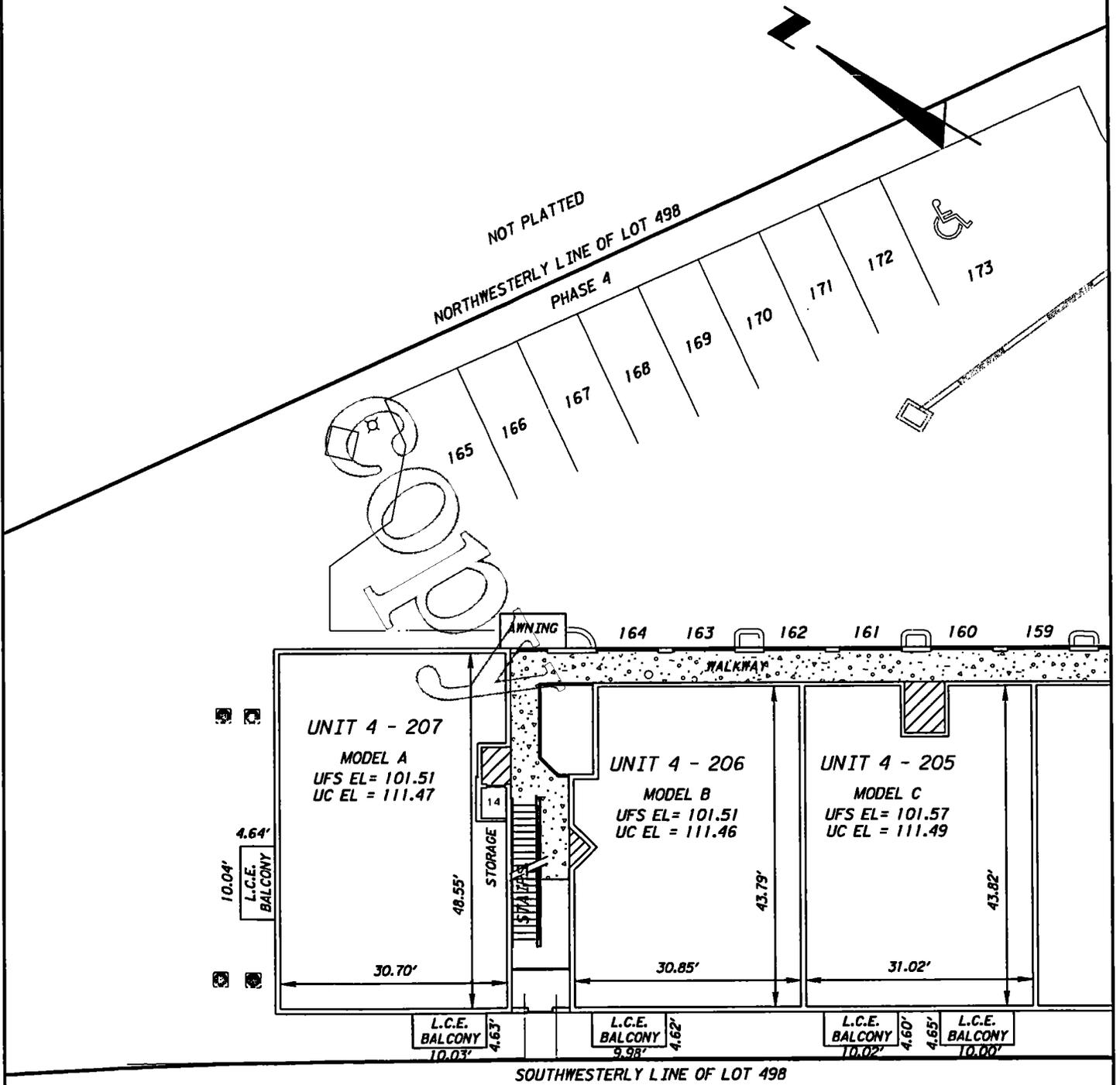


482 South Keller Road  
 Orlando, Florida 32810  
 Tel: 407/647-7275 Certificate No. LB 24

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PHASE 4, 2nd Floor

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

LIMITED COMMON  
ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

Date: 02/25/02  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.s: N/A  
Drawn By: HEB  
Ckd. By: JYC  
Sheet 6 of 7

EXHIBIT A

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

**THE TERRACES AT CELEBRATION, A CONDOMINIUM CL 2002038151  
PHASE 4**

OR 2012/2204

NOTES TO SURVEY

**1. DESCRIPTION OF DWELLING UNITS**

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

**A. Upper Boundaries**

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

**C. Perimetrical Boundaries**

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

**(2) INTERIOR BUILDINGS WALLS:**

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

**E. Air Conditioning Units**

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

**F. Excluded From Dwelling Units**

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.**

**B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.**

**E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.**

**F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.**

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

Date: 02/25/02  
Scale: N/A  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: HEB  
Ckd. By: JVC

EXHIBIT A Sheet 7 of 7

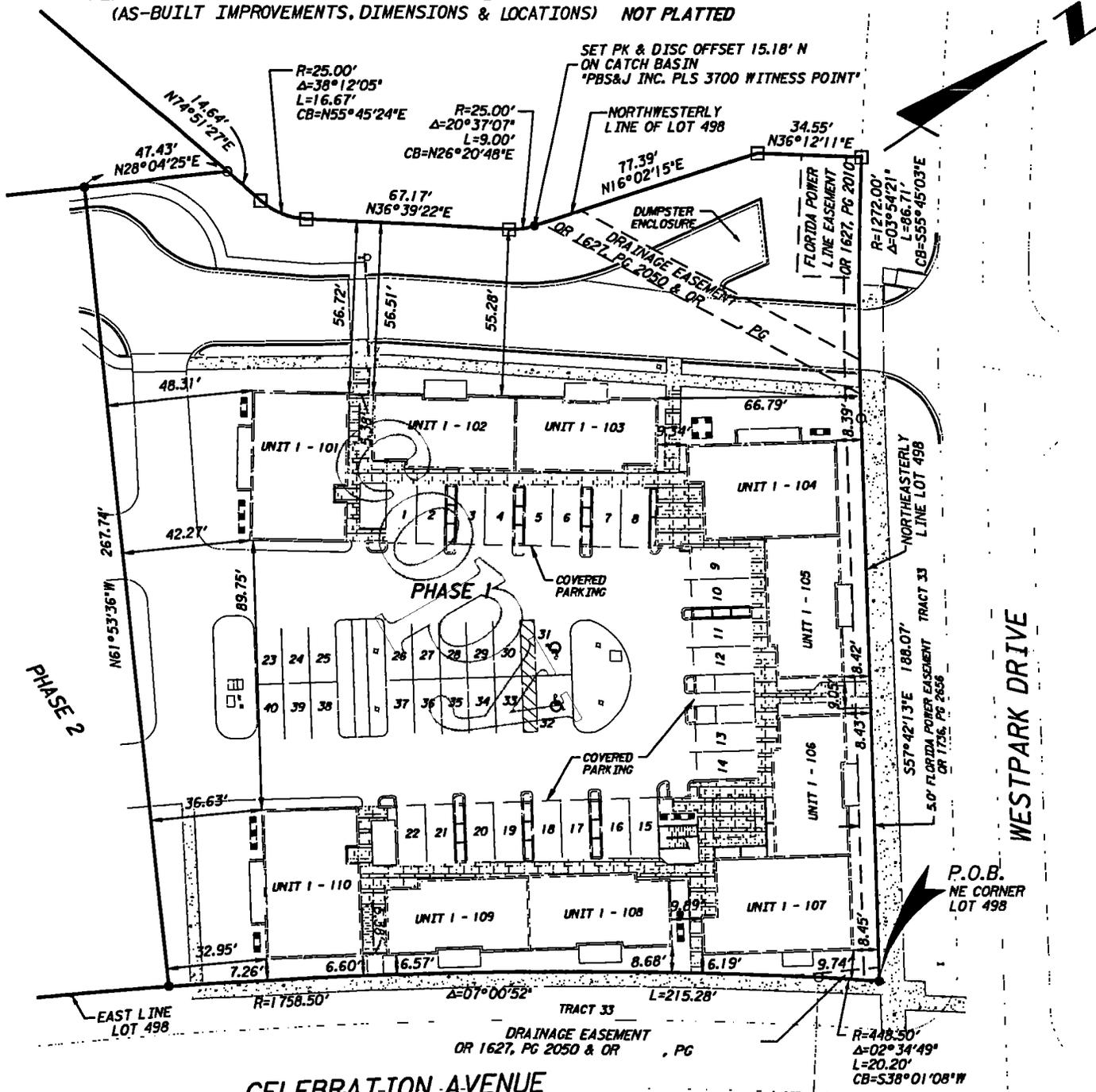


482 South Keller Road  
Orlando, Florida 32810  
Tel: 407/647-7275 Certificate No. LB 24

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# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & LOCATIONS) NOT PLATTED



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### NOTES: (SEE SHEET 2 FOR ADDITIONAL NOTES)

- IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.
- BEARINGS ARE BASED IN WALT DISNEY WORLD DATUM AND THE NORTHEASTERLY LINE OF LOT 498 OF CELEBRATION SOUTH VILLAGE UNIT 2, S RECORDED IN PLAT BOOK 11, PAGES 13-21 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEARING S57°42'13"E.
- BUILDING TIES SHOWN ARE AS-BUILT LOCATIONS.

### LEGEND

- = FOUND 4"x4" CONCRETE MONUMENT WITH DISC STAMPED "PRM PBS&J INC PCP PLS 3700"
- = SET 5/8" IRON ROD & CAP "LB 024"
- = SET PK NAIL & DISC "PRM PBS&J INC, PCP PLS 3700"

### ABBREVIATIONS

- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- Δ = DELTA
- L = LENGTH
- CB = CHORD BEARING
- O.R. = OFFICIAL RECORDS
- PG = PAGE

REVISED: 02/25/02

Date: 10/31/01  
 Scale: 1" = 50'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMW  
 Ckd. By: DKK  
 Sheet: 1 of 11

**PBS&J**  
 482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/641-7275 Certificate No. LB 24

EXHIBIT B

**THE TERRACES AT CELEBRATION, A CONDOMINIUM  
(PHASE 1)  
LEGAL DESCRIPTION, NOTES & CERTIFICATION**

**LEGAL DESCRIPTION**

A part of Lot 498, CELEBRATION SOUTH VILLAGE UNIT 2, according to the plat thereof as recorded in Plat Book 11, Pages 13-21, Public Records, Osceola County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 498, said point being on a curve concave Southeasterly; thence Southwesterly along the East line of said lot 498 and the arc of said curve, having a radius of 448.50 feet and a chord bearing of S38°01'08"W, through a central angle of 02°34'49", for 20.20 feet to the point of compound curvature of a curve concave Southeasterly; thence continue along said East line, Southwesterly along the arc of said curve, having a radius of 1758.50 feet, through a central angle of 07°00'52", for 215.28 feet; thence N61°53'36"W for 267.74 feet; thence N28°04'25"E for 47.43 feet to the Northwesterly line of said Lot 498; thence along said Northwesterly line for the following six courses: N74°51'27"E for 14.64 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 38°12'05", for 16.67 feet to the point of tangency; thence N36°39'22"E for 67.17 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 20°37'07", for 9.00 feet to the point of tangency; thence N16°02'15"E for 77.39 feet; thence N36°12'11"E for 34.55 feet to a point on the Northeasterly line of said Lot 498, said point being a point on a non-tangent curve concave Northeasterly; thence Southeasterly along said Northeasterly line and along the arc of said curve, having a radius of 1272.00 feet and a chord bearing of S55°45'03"E, through a central angle of 03°54'21", for 86.71 feet to the point of tangency; thence continue along said Northeasterly line S57°42'13"E for 188.07 feet to the POINT OF BEGINNING.

Containing 1.466 acres (63849 square feet), more or less.

**NOTES:**

1. FIELD WORK WAS COMPLETED ON OCTOBER 25, 2001.
2. ELEVATIONS SHOWN ARE BASED UPON WALT DISNEY WORLD DATUM.
3. IMPROVEMENTS OTHER THAN DWELLING UNITS ARE COMMON ELEMENTS, SOME OF WHICH ARE LIMITED COMMON ELEMENTS.

**CERTIFICATION**

The construction of the improvements for PHASE I of THE TERRACES AT CELEBRATION, A CONDOMINIUM, is substantially complete, so that the Declaration of Condominium, together with Exhibits thereto, is an accurate representation of the location and dimensions of the improvements comprising the PHASE I of THE TERRACES AT CELEBRATION, A CONDOMINIUM, and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is made in compliance with Section 718.104(4)(e), Florida Statutes.

  
 J. Vance Carper Jr.  
 Professional Surveyor and Mapper  
 Florida Certificate No. 3598



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

REVISED: 02/25/02  
 Date: 10/31/01  
 Scale: N/A  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK  
 Sheet 2 of 11

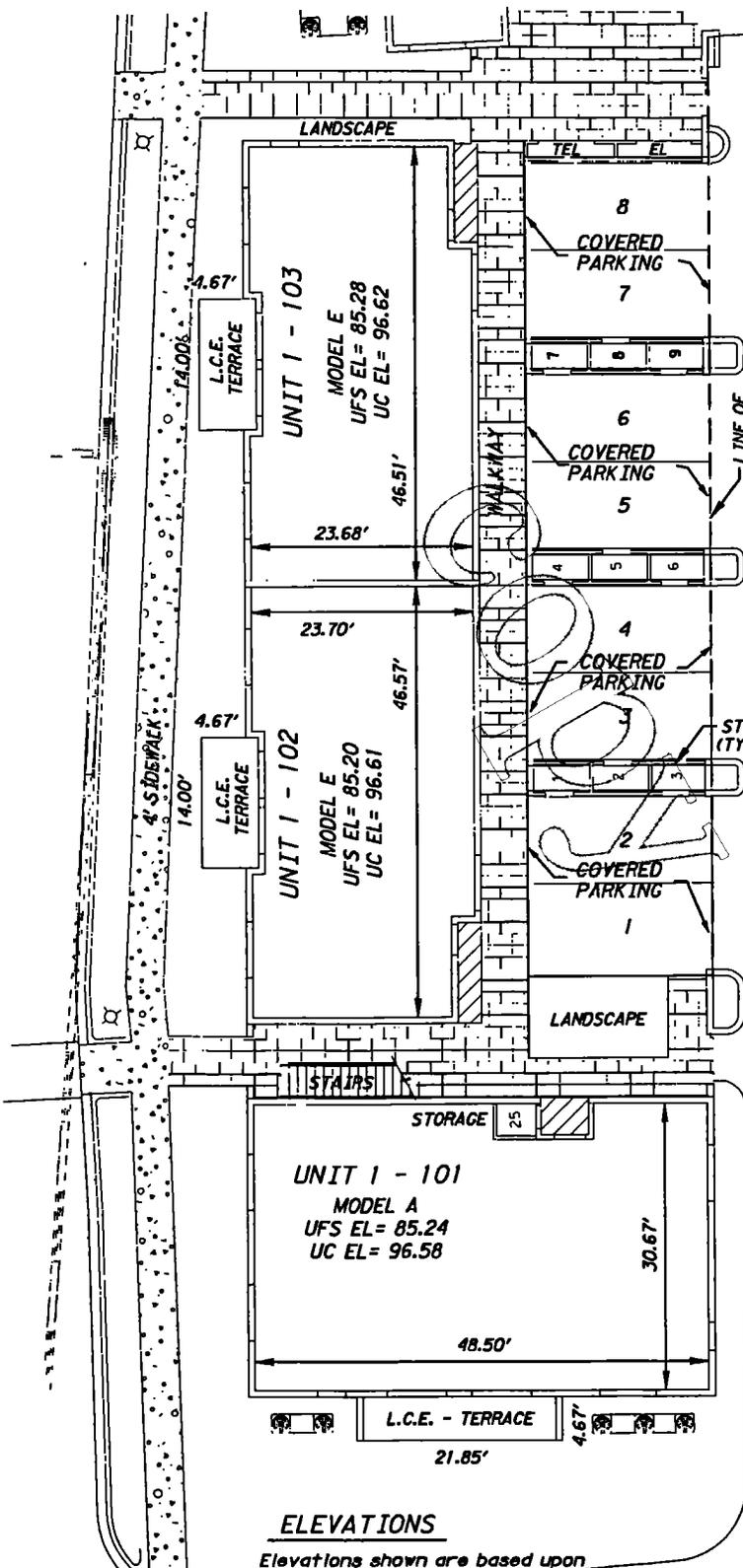
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 482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT, IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

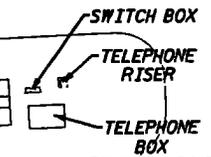
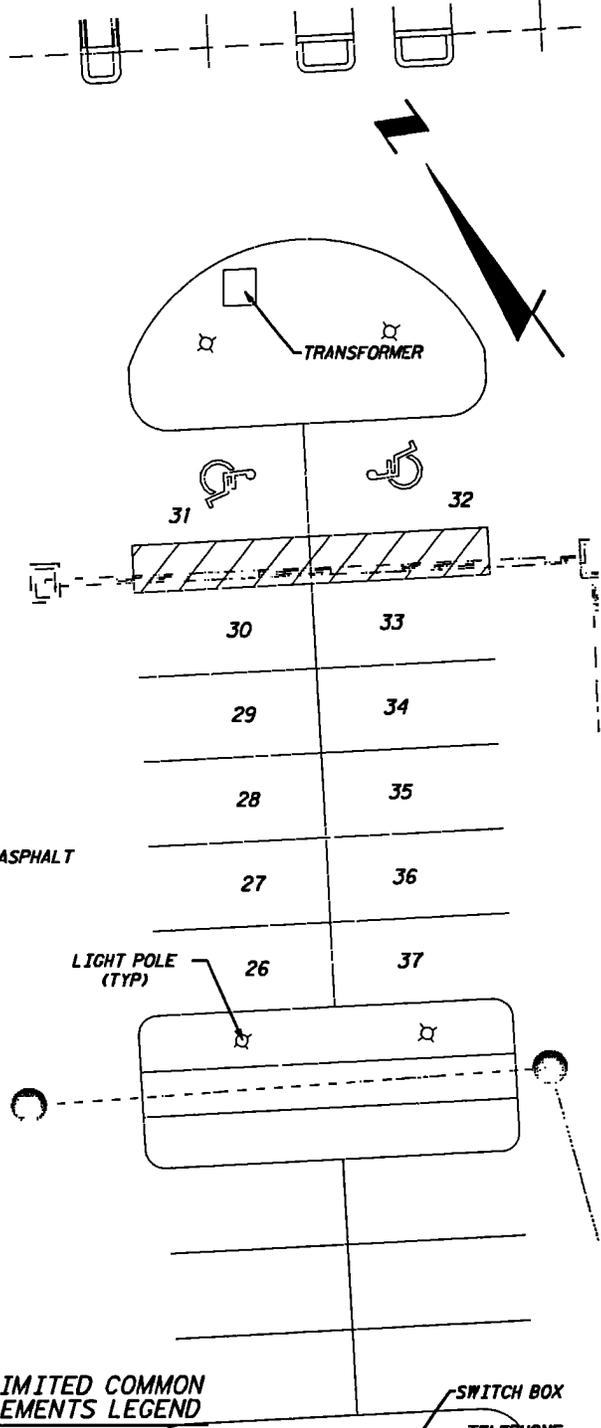
Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC



REVISED 02/25/02  
Date: 10/31/01  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMM  
Ckd. By: DKK  
Sheet 3 of 11

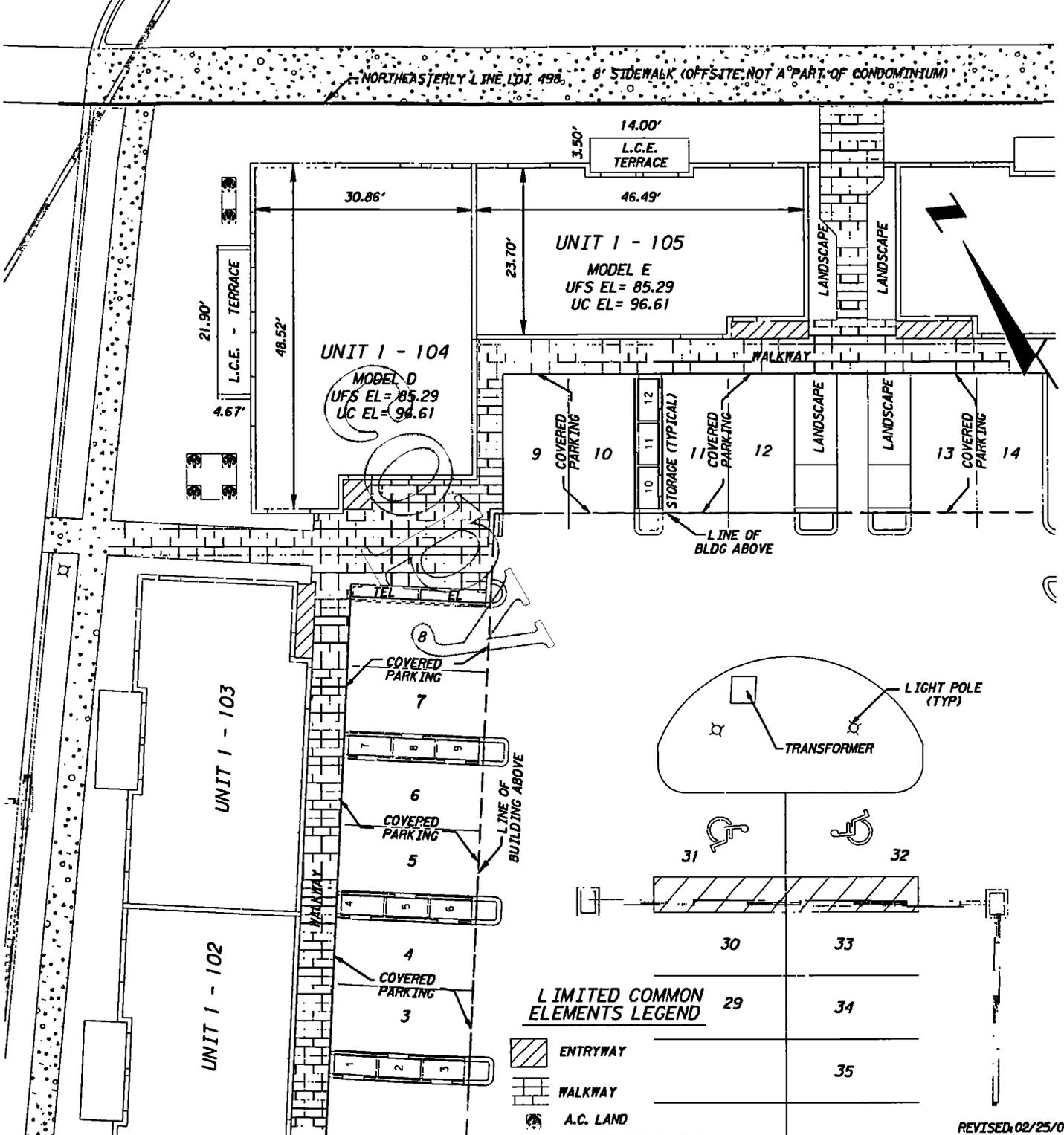
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**PBS**  
482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

EXHIBIT B

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

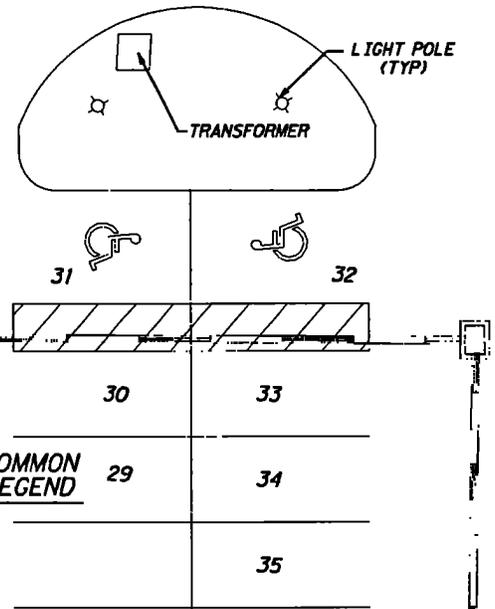
Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC



REVISED: 02/25/02

Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMM  
 Ckd. By: DKK

EXHIBIT B

Sheet 4 of 11

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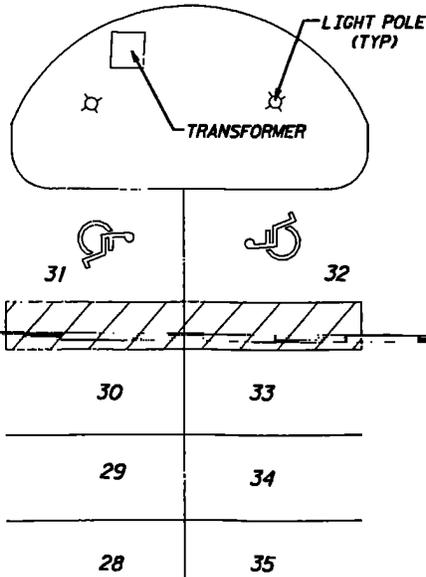
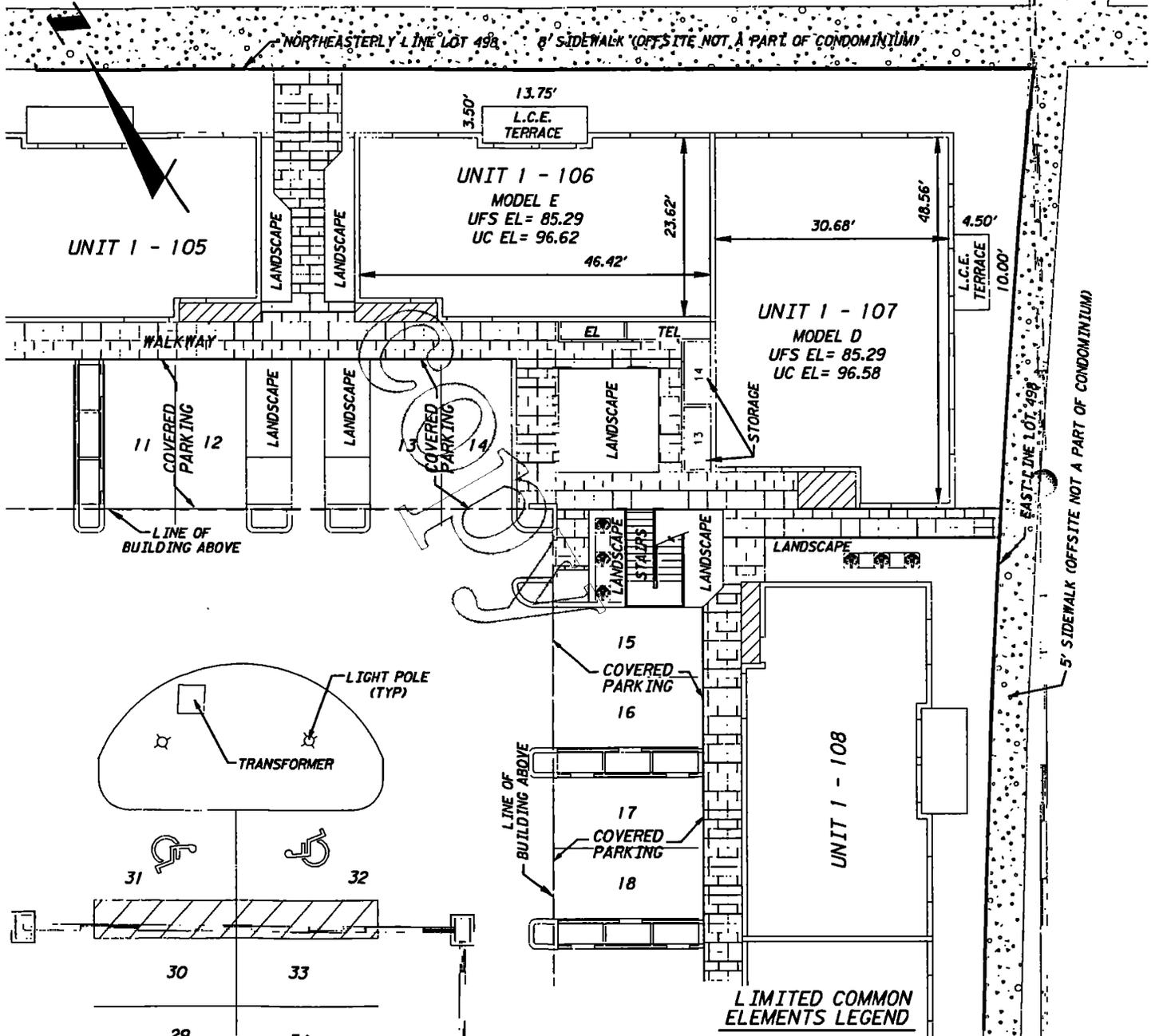


482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel: 407/647-7275 Certificate No. LB 24

SEE DISCLAIMER ON LAST PAGE

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### ELEVATIONS

Elevations shown are based upon  
Mait Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC

REVISED: 02/25/02  
 Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMW  
 Ckd. By: DKK  
 Sheet 5 of 11

EXHIBIT B

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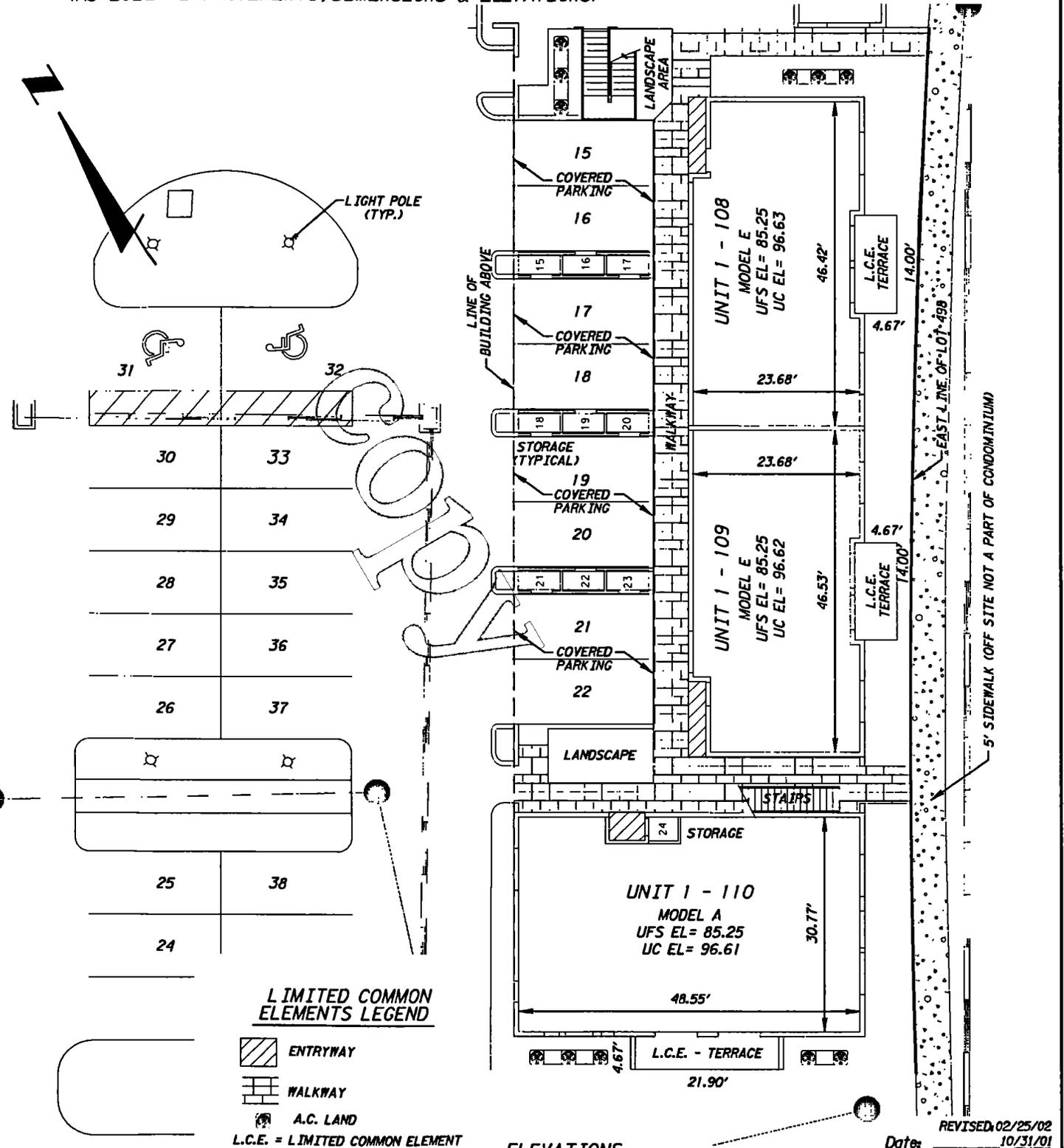
27-FEB-2002 15:24

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

SEE DISCLAIMER ON LAST PAGE

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**ELEVATIONS**

Elevations shown are based upon Walt Disney World Datum.  
 Unfinished Floor Slab Elevation = UFS EL  
 Unfinished Ceiling Elevation = UC EL

**LEGEND**

- TEL = TELEPHONE
- EL = ELECTRIC

5' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)

REVISED: 02/25/02

Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PMW  
 Ckd. By: DKK  
 Sheet: 6 of 11

**EXHIBIT D**

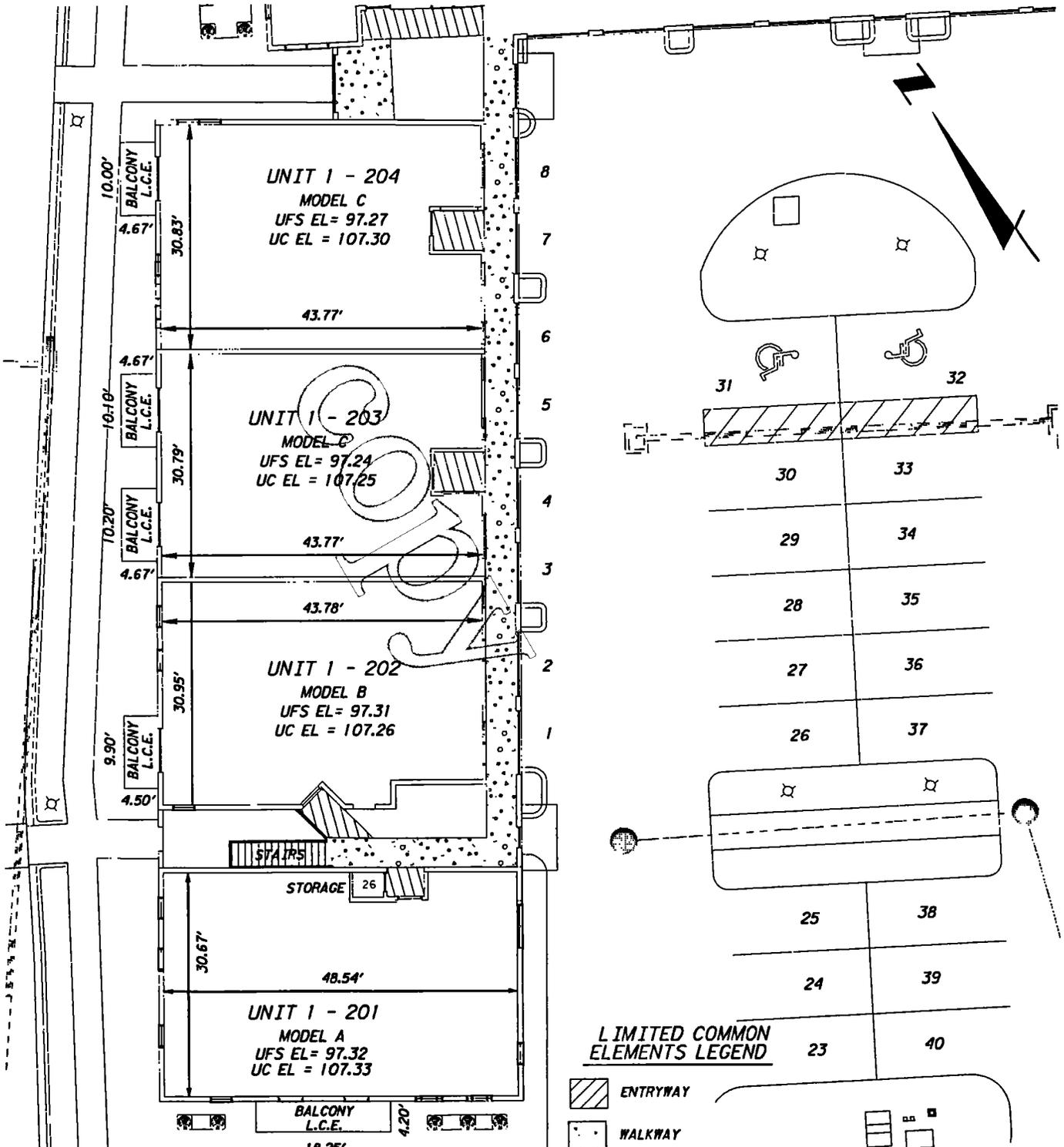
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27-FEB-2002 15:24

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

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



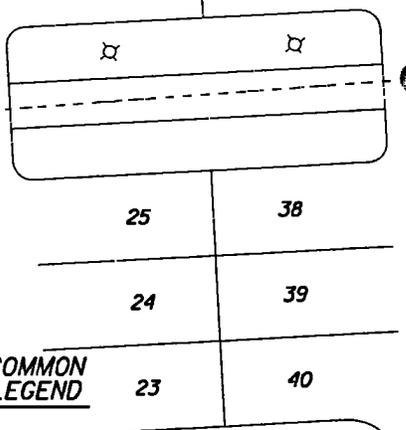
**ELEVATIONS**  
Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

**LIMITED COMMON ELEMENTS LEGEND**

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. = LIMITED COMMON ELEMENT

**LEGEND**  
TEL = TELEPHONE  
EL = ELECTRIC



REVISED 02/25/02  
Date: 10/31/01  
Scale: 1" = 20'  
Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMW  
Ckd. By: DKK  
Sheet 7 of 11

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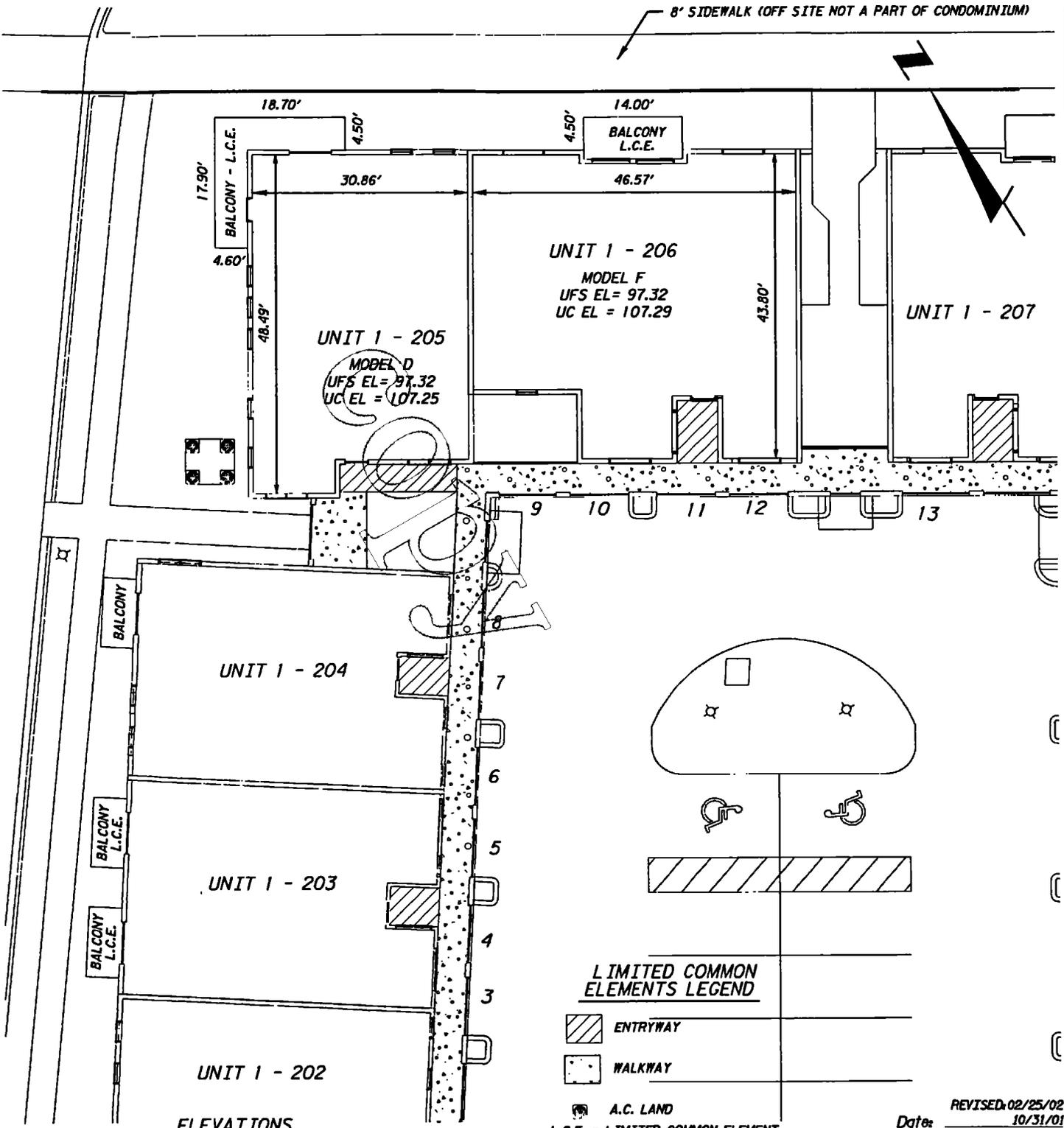
**PBSJ**  
482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

**EXHIBIT B**

SEE DISCLAIMER ON LAST PAGE

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

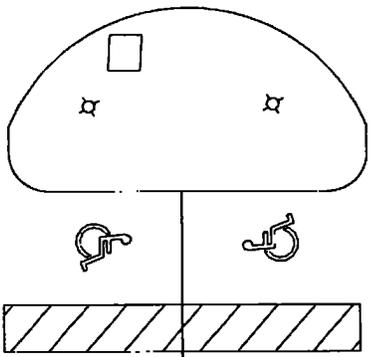
### LEGEND

- TEL = TELEPHONE
- EL = ELECTRIC

### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevation = UFS EL  
Unfinished Ceiling Elevation = UC EL



REVISED: 02/25/02  
 Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.: N/A  
 Drawn By: PWM  
 Ckd. By: DKK  
 Sheet 8 of 11

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**PBS**  
 482 South Keller Road  
 Orlando, Florida 32810-6101  
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EXHIBIT B

# THE TERRACES AT CELEBRATION, A CONDOMINIUM

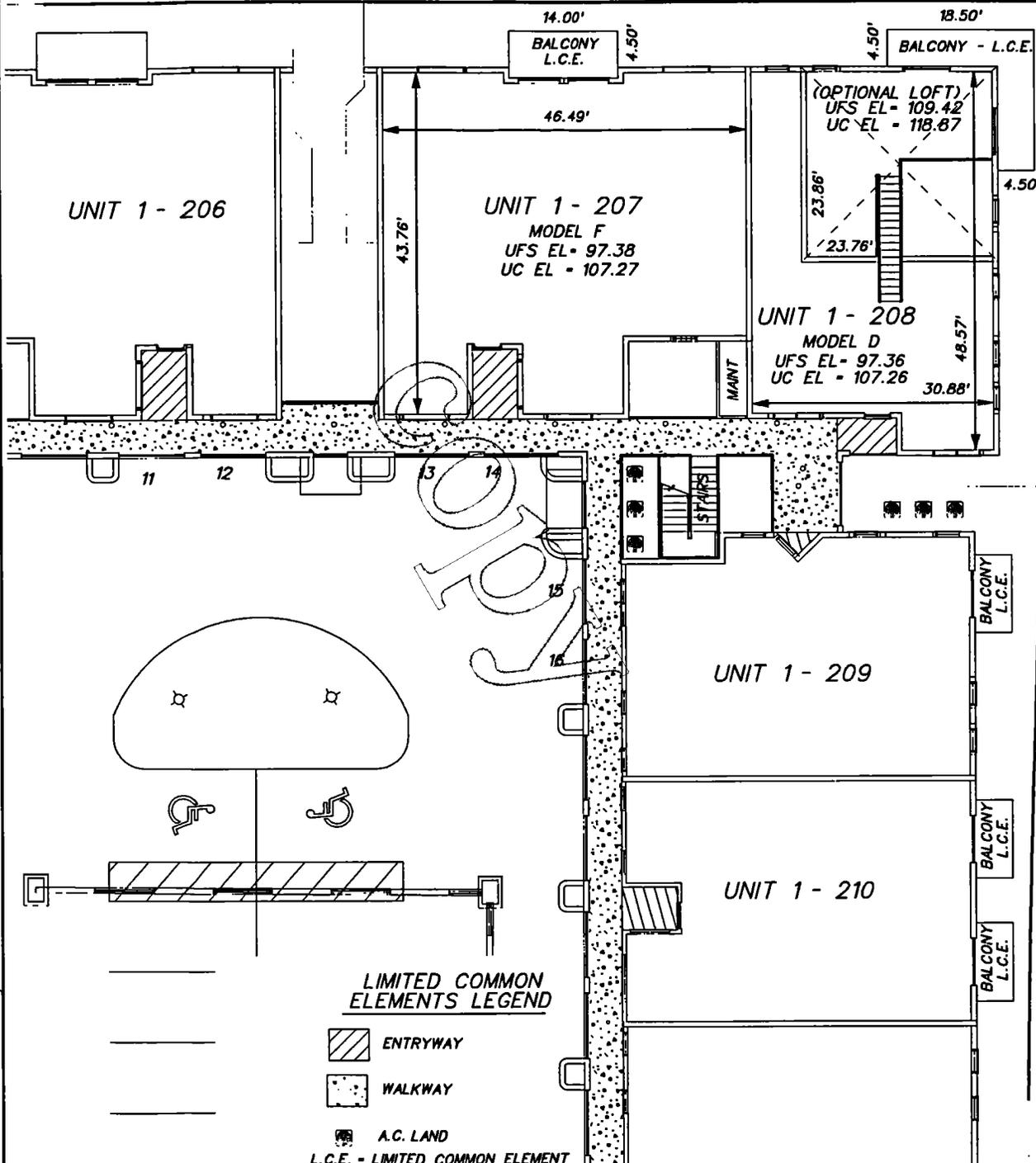
CL 2002038151

OR 2012/2213

## (PHASE 1)

PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
(AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)

8' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)



5' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)

### LIMITED COMMON ELEMENTS LEGEND

- ENTRYWAY
- WALKWAY
- A.C. LAND
- L.C.E. - LIMITED COMMON ELEMENT

### LEGEND

- TEL - TELEPHONE
- EL - ELECTRIC

### ELEVATIONS

Elevations shown are based upon Walt Disney World Datum.

- Unfinished Floor Slab Elevation - UFS EL
- Unfinished Ceiling Elevation - UC EL

REVISED: 02/25/02

Date: 10/31/01

Scale: 1" = 20'

Job No.: 070544.00

F.B.: N/A

Drawn By: PMM

Ckd. By: DKK

Sheet 9 of 11

EXHIBIT B

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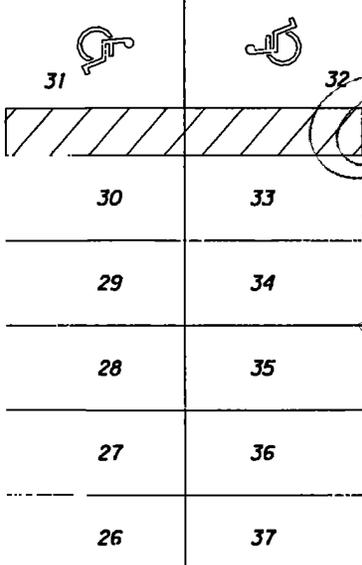
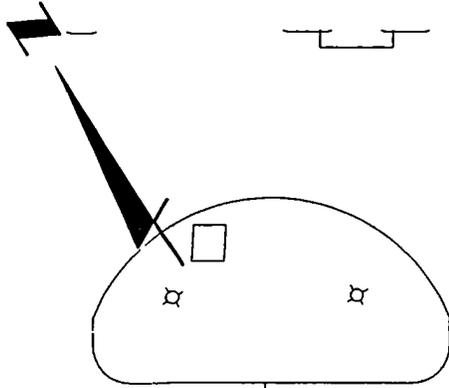
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Tel: 407/647-7275 Certificate No. LB 24

# THE TERRACES AT CELEBRATION, A CONDOMINIUM (PHASE 1)

## PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS (AS-BUILT IMPROVEMENTS, DIMENSIONS & ELEVATIONS)



### LIMITED COMMON ELEMENTS LEGEND

ENTRYWAY

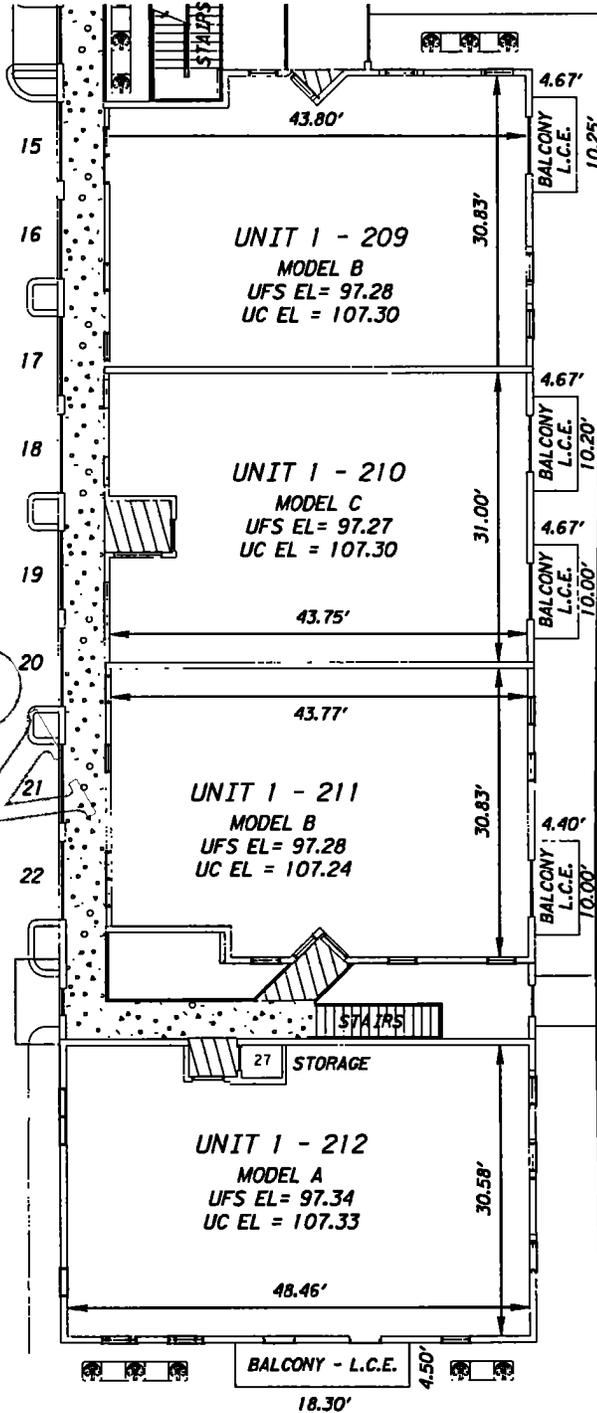
WALKWAY

A.C. LAND

L.C.E. = LIMITED COMMON ELEMENT

### LEGEND

TEL = TELEPHONE  
EL = ELECTRIC



### ELEVATIONS

Elevations shown are based upon  
Walt Disney World Datum.

Unfinished Floor Slab Elevations = UFS EL  
Unfinished Ceiling Elevation = UC EL

5' SIDEWALK (OFF SITE NOT A PART OF CONDOMINIUM)

REVISED: 02/25/02

Date: 10/31/01  
 Scale: 1" = 20'  
 Job No.: 070544.00  
 F.B.s: N/A  
 Drawn By: PMW  
 Ckd. By: DKK  
 Sheet 10 of 11

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EXHIBIT B

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# THE TERRACES AT CELEBRATION, A CONDOMINIUM PHASE 1

## NOTES TO SURVEY

### 1. DESCRIPTION OF DWELLING UNITS

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

#### A. Upper Boundaries

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

#### C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling 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 Dwelling Unit.

##### (2) INTERIOR BUILDINGS WALLS:

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

Drywall and studs are included within the boundaries of each Dwelling 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 Dwelling Unit.

#### E. Air Conditioning Units

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

#### F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling 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 Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling 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 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Balconies and Terraces, so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Unit(s) adjacent thereto or as otherwise indicated on the Survey.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

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

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REVISED: 02/25/02  
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Job No.: 070544.00  
F.B.: N/A  
Drawn By: PMW  
Ckd. By: DKK  
Sheet 11 of 11

EXHIBIT B SEE DISCLAIMER ON LAST PAGE

***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!!**