

9.7. ADDITIONS AND ALTERATIONS. No Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of such Owner's Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Unit, including doors, without the prior written approval of the Architectural Control Committee as set forth in Article X hereof and all applicable governmental entities.

9.8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

9.9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of any portion of the Property. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property without the prior written consent of the Master Declarant for as long as the Master Declarant owns a Unit, and thereafter without the prior written consent of the Board.

28

BOOK 4133 PAGE 2618

9.10. SIGNS. No sign, display, poster, or other advertising device of any kind (including, without limitation, signs for the sale or renting of Units) may be displayed in public view on any portion of any Building or other Improvement in the Property without the prior written consent of the Architectural Control Committee. Signs, regardless of size, used by the Master Declarant, its successors or assigns, for advertising during the construction and sale period of Celebration Pointe or other communities developed and/or marketed by the Master Declarant or its affiliates and other signs authorized by the Master Declarant shall be exempt from this Section. Such sign or signs as the Master Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

9.11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on, in or immediately outside of the Units and/or Master Association Property, or other portions of the Property, except in designated garbage dumpsters located on the Master Association Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No items shall be hung, dried, or aired in such a way as to be visible from the Master Association Property or another Unit. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by the Master Declarant, during construction approved by the Architectural Control Committee, or when accumulated by an Owner or the Master Association for imminent pick-up and discard).

9.12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, sales and leasing trailers to be used by the Master Declarant, its agents and contractors, for the construction, service and sale or lease of units in Celebration Pointe or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

9.13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any portion of the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

9.14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

9.15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a stain tank is installed in conjunction with the irrigation well.

9.16. FENCES. Other than fences that may be constructed and installed or approved by the Master Declarant, if any, fences shall be strictly prohibited.

9.17. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Master Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Master Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Master Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but it not obligated, submit plans and specifications for same to the Architectural Control Committee to ensure compliance with the Master Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 17 shall not apply to the Master Declarant.

9.18. WINDOW TREATMENTS. All window treatments within a Unit which are visible from the exterior of the Unit shall be off-white, beige or brown in color or have an off-white, beige or brown backing, or otherwise approved in writing by the Board.

9.19. MASTER DECLARANT EXEMPTION. The Master Declarant plans to undertake the work of constructing the Buildings and Improvements upon the Property and may undertake the work of constructing other buildings upon other property being developed or marketed by the Master Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Units by the Master Declarant and its affiliates is essential to the establishment and welfare of the Property. Neither the Owners nor the Master Association shall do anything whatsoever to interfere with any of the Master Declarant's or its affiliates' activities relating to the constructing of Units and Improvements upon the Property, the constructing of other buildings upon any other property being developed or marketed by the Master Declarant or its affiliates, or the sale, rental and/or other transfer of Units by the Master Declarant or its affiliates'.

In general, the restrictions and limitations set forth in this Article IX shall not apply to the Master Declarant or to Units owned by the Master Declarant. The Master Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with the Master Declarant's plans for development, construction, sale, lease, or use of the Property, the Buildings, the Units and to any other Improvements thereon. The Master Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article IX in addition to whatever remedies at law to which it might be entitled.

ARTICLE X  
ARCHITECTURAL CONTROL COMMITTEE

10.1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Master Declaration as the "Committee," shall be comprised of at least three (3) members. The initial members of the Committee shall consist of persons designated by the Master Declarant. Each of said persons shall hold office until all Units have been conveyed or such earlier time as the Master Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he/she has resigned or has been removed or his/her successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Master Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by the Master Declarant.

10.2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, buildings, walls, roofs, gutters or rain spouts, mailboxes, or landscaping (including hedges and massed plantings) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Building by any Owner other than the Master Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B hereinbelow. Notwithstanding anything in this Article to the contrary, the erection, construction or placement of any antennae, including without limitation, outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be subject to the prohibitions and restrictions set forth in Section 9.17 above. Any Owner or Sub-Association desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, along with a Five Thousand Dollar (\$5,000.00) security deposit to be held by the Master Association in accordance with Section 10.3 hereinbelow to remedy any incidental damage caused to Master Association Property and/or to an adjacent Unit or Building by virtue of such Owner's or Sub-Association's construction of Improvements.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Master Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

C. The Committee shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans and, if not approved within such forty-five (45) day period, such plans shall be deemed rejected, provided that, in any event, no such addition, construction or alteration shall be made by any Owner or a Sub-Association which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No landscaping installed shall interfere with the flow of rainfall runoff to or through the Drainage System.

E. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Units if such additions, changes or alterations are not visible from the outside of such Units. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules and regulations.

F. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by the Master Declarant shall require the prior approval or any certificate of consent of the Committee.

G. This Section 10.2 shall not apply to Master Declarant or its affiliates.

10.3. INDEMNIFICATION/SECURITY DEPOSIT FOR IMPROVEMENTS. Any Owner/Sub-Association desiring to make Improvements shall provide to the Committee, at the time of the Owner's/Sub-Association's submission of plans and specifications for review and approval by the Committee, a Five Thousand Dollar (\$5,000.00) security deposit to cover costs of incidental damage caused to Master Association Property or to an adjacent Unit or Building by virtue of such Owner's/Sub-Association's construction of Improvements. The Master Association shall not be obligated to place the security deposit in an interest bearing account. The Owner/Sub-Association shall be entitled to the return of the security deposit upon written notice to the Committee of the completion of Improvements covered thereby and following the Committee, or its duly authorized representatives, inspection of such Improvements; provided, however, should any incidental damage be caused to Master Association Property by virtue of such Owner's/Sub-Association's construction of Improvements, the Master Association shall repair such incidental damage and have the right to use so much of the security deposit held by it to reimburse itself for the costs of such work. Further, the offending Owner/Sub-Association hereby agrees to indemnify and reimburse the Master Association for all reasonable costs expended by the Master Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Unit or Building by virtue of such Owner's/Sub-Association's construction of Improvements, the adjacent Owner of such Unit or the applicable Sub-Association shall, at his/her/its sole option:

- (a) remedy such damage and submit to the Master Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's/Sub-Association's security deposit; or
- (b) allow the offending Owner/Sub-Association to repair such incidental damage to the adjacent Owner's Unit, at the offending Owner's/Sub-Association's sole cost and expense, and upon receipt by the Master Association of written notice from the adjacent Unit Owner that such incidental damage has been repaired, the offending Owner/Sub-Association shall be entitled to a return of the security deposit being held by the Master Association.

Notwithstanding anything contained in this Section to the contrary, the Master Association's return of the security deposit being held by it for any such Improvements shall be

based solely on considerations set forth above. The Master Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, the Master Declarant, and the Master Association generally of structural safety, approval or conformance with building or other codes or standards. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner/Sub-Association shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, the Master Declarant, and the Master Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations.

10.4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 10.9 hereinbelow. In the absence of such designation, the vote of a majority of the members of the Committee shall constitute an act of the Committee.

10.5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

10.6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, unless the Board approves any such compensation.

10.7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy

or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party (in the event the submitting party is an Owner) to the Master Association, the Board shall levy an Assessment against such submitting party for reimbursement and said Assessment shall constitute a lien upon the applicable Unit with the same force and effect as liens for Common Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

10.8. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor the Master Declarant, shall be liable to the Master Association, to a Sub-Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Master Association, nor the Master Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration proposed by the plans. By submitting a request for approval, an Owner/Sub-Association shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives of the Committee, the Master Declarant, and the Master Association generally, from any loss, claim, damage or liability connected with or arising out of the proposed improvements or alterations. Furthermore, approval by the Committee of any plans and specifications does not excuse any Owner/Sub-Association from also receiving approvals as required by all applicable governmental agencies.

10.9. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Master Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

OR BOOK 4133 PAGE 2624