- 20.3 <u>No Waiver</u>. The election not to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.
- 20.4 <u>Rights Cumulative</u>. All rights, remedies, and privileges granted to the Declarant, the Master Association, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.
- 20.5 <u>Enforcement By or Against Other Persons.</u> In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners, the Master Association and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.
- 20.6 <u>Fines and Suspensions</u>. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2018), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration, including, without limitation, those provisions benefiting SFWMD.
 - 20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to anyamount.
 - 20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.
 - 20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by

counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant.

- 21.1 <u>Sales and Administrative Offices</u>. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Celebration Pointe Townhomes and sales and re-sales of Lots and Homes. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Celebration Pointe Townhomes, including Common Areas, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, as applicable, to show Lots or Homes. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.
- 21.2 <u>Modification</u>. The development and marketing of Celebration Pointe Townhomes will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Celebration Pointe Townhomes to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights- of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.
- 21.3 <u>Promotional Events.</u> Prior to the Community Completion Date, the Declarant and its assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within Celebration Pointe Townhomes and/or on the Common Areas without any charge for use. The Declarant, its agents, affiliates, or assignees shall have the right to market Celebration Pointe Townhomes in advertisements and other media by making reference to Celebration Pointe Townhomes, including, but not limited to, pictures or drawings of Celebration Pointe Townhomes, Common Areas, Parcels, Homes and Lots constructed in Celebration Pointe Townhomes. All logos, trademarks, and designs used in connection with Celebration Pointe Townhomes are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.
- 21.4 <u>Use by Prospective Purchasers.</u> Prior to the Community Completion Date, the Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant outside of Celebration Pointe Townhomes.
- 21.5 <u>Franchises</u>. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

- 21.6 <u>Management</u>. The Declarant may manage the Common Areas by contract with the Association. The Declarant and/or the Association may also contract with a third party ("<u>Manager</u>") for management of the Association and the Common Areas, if applicable.
- Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage. utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across Celebration Pointe Townhomes so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.
- 21.8 <u>Right to Enforce</u>. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.
- 21.9 <u>Additional Development</u>. If the Declarant withdraws portions of Celebration Pointe Townhomes from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.
- 21.10 <u>Representations</u>. The Declarant makes no representations concerning development both within and outside the boundaries of Celebration Pointe Townhomes including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on Celebration Pointe Townhomes or adjacent to or near Celebration Pointe Townhomes, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 Intentionally Omitted.

- 21.12 <u>Non-Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, THE MASTER ASSOCIATION NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CELEBRATION POINTE TOWNHOMES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:
 - 21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF CELEBRATION POINTE TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF CELEBRATION POINTE TOWNHOMES AND THE VALUE THEREOF;
 - 21.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ST. LUCIE COUNTY OR PREVENTS TORTIOUS ACTIVITIES:
 - 21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND
 - 21.12.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CELEBRAITON POINTE TOWNHOMES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).
- 21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.
 - 21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER

(i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN ST. LUCIE COUNTY, FLORIDA.
ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE

FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA.

- 21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT CELEBRATION POINTE TOWNHOMES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER. CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.
- 21.16 <u>Duration of Rights</u>. The rights of the Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant in an amendment to the Declaration recorded in the Public Records.
- 21.17 <u>Additional Covenants</u>. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of Celebration Pointe Townhomes, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Celebration Pointe Townhomes without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.
- 21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in Celebration Pointe Townhomes may be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to do so within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.
- 21.19 <u>Use Name of "CELEBRATION POINTE TOWNHOMES"</u>. No person or entity shall use the name "CELEBRATION POINTE TOWNHOMES," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of Celebration Pointe Townhomes name and logo, and such

right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CELEBRATION POINTE TOWNHOMES" in printed or promotional matter where such term is used solely to specify that particular property is located within CELEBRATION POINTE TOWNHOMES.

- 21.20 <u>Density Transfers</u>. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.
- 22. <u>Refund of Taxes and Other Charges</u>. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association.
- 23. <u>Assignment of Powers</u>. All or any part of the rights, exemptions, powers and reservations of the Declarant, herein contained may be conveyed or assigned in whole or in part to other persons or entities by an instrument in writing duly executed, acknowledged, and at the Declarant's option, recorded in the Public Records.

24. General Provisions.

- 24.1 <u>Authority of Board</u>. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.
- 24.2 <u>Severability</u>. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.
- 24.3 Execution of Documents. The Declarant's plan of development for Celebration Pointe Townhomes, including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of Celebration Pointe Townhomes, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to Celebration Pointe Townhomes or any portion(s) thereof, if applicable.
- 24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The

Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

- 24.5 <u>Notices</u>. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.11 below.
- 24.6 <u>Florida Statutes</u>. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.
- Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF CELEBRATION POINTE TOWNHOMES ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CELEBRATION POINTE TOWNHOMES, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CELEBRATION POINTE TOWNHOMES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO CELEBRATION POINTE TOWNHOMES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES. DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CELEBRATION POINTE TOWNHOMES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.
- Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title **Documents**"). The Declarant's plan of development for Celebration Pointe Townhomes may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate. constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall

assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

- 24.9 Right to Contract for Telecommunications Services. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Celebration Pointe Townhomes. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.
- 24.10 <u>Electronic or Video Communication</u>. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.
- 24.11 <u>Electronic Transmission as Substitute for Writing.</u> Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.
- 24.12 <u>Enforcement of Governing Documents</u>. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, the Master Association or any Owner may, but shall not be required to, seek enforcement of the Governing Documents and the Master Governing Documents.

25. Surface Water Management System.

- 25.1 <u>General</u>. The Master Association shall be responsible for operation and maintenance of the SWMS in Celebration Pointe Townhomes. All SWMS within Celebration Pointe Townhomes, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Master Association, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the Master Association's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the Master Association does not take enforcement action. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND THE MASTER ASSOCIATION, SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.
 - 25.1.1 Except as permitted by the permit issued by SFWMD, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within Celebration Pointe Townhomes wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in its permit may be conducted without specific written approval from SFWMD.

- 25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Master Association, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.
- 25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association and the Master Association. No person other than the Declarant, the Master Association or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.
- 25.1.4 All SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Master Association. The Master Association may enter any Lot, Parcel or the Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost of such alterations, improvements or repairs shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.
- 25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SFWMD, the Association, the Master Association and the Declarant, its successors and assigns.
- 25.1.6 SFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association and the Master Association to compel it to correct any outstanding problems with the SWMS.
- 25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SFWMD.
- 25.1.8 If the Association ceases to exist, and the Master Association does not own and operate all the SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2018), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SFWMD prior to such termination, dissolution, or liquidation.
- 25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the permit and approved plans or Plat, unless prior approval is received from SFWMD pursuant to environmental resource permitting.
- 25.1.10 Each Owner within Celebration Pointe Townhomes at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD.
- 25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of

grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SFWMD.

25.2 <u>Proviso</u>. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be

effective to change the Master Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment that would affect the SWMS must be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the Permit.

- 25.3 <u>Mitigation Area Monitoring</u>. In the event Celebration Pointe Townhomes has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Master Association, the Master Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the permit and all other applicable permits or regulatory requirements. In such event, the Master Association shall perform all wetland mitigation monitoring in accordance with all permit conditions associated with such wetland mitigation, monitoring and maintenance. To the extent such responsibility is delegated by the Master Association to the Association, the Association shall perform all wetland mitigation monitoring in accordance with all permit conditions associated with such wetland mitigation, monitoring and maintenance and seek any reimbursement from the Owners as an Operating Expense arising from such requirement.
- Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SFWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SFWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY RETENTION/DETENTION AREAS OR WETLAND CONSERVATION AREAS IN CELEBRATION POINTE TOWNHOMES; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE MASTER ASSOCIATION AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS OR WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.
- 25.5 <u>Use Restrictions for Wetland Conservation Areas</u>. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the permit from SFWMD, and the Plats associated with Celebration Pointe Townhomes. Activities prohibited within the conservation areas include, but are not limited to, the following:
 - 25.5.1 No structures or construction of any kind may be erected;
 - 25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;
 - 25.5.3 No activity may be done or performed which would adversely affect or impair
 - (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

- 25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;
- 25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;
- 25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;
- 25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;
- 25.5.9 No Owner within Celebration Pointe Townhomes may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the SFWMD permit and Plat of Celebration Pointe Townhomes, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the SFWMD; and
- 25.5.10 Each Owner within Celebration Pointe Townhomes at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE CDD IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE CDD.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned hand and seal this 242 day of 100000000000000000000000000000000000	ed, being the Declarant hereunder, has hereunto set its , 2019.
WITNESSES:	"DECLARANT"
11	LGI HOMES - FLORIDA, LLC, a Florida limited liability company
John Szczesny Print Name:	By: Jeff Riopelle
Print Name:	Its: Officer
STATE OF FLORIDA) COUNTY OF HILLSBOROUGH)	
The foregoing instrument was acknowled 2019, by Jeff Riopelle, as Officer of LGI HOMES-behalf of the Company, who is personally known to	dged before me this day of the FLORIDA LLC, a Florida limited liability company, on me or who has produced for the lability company, as identification.
My commission expires: June 21, 2021	NOTARY PUBLIC, State of Florida at Large Print Name: Majda Essadik
	JOE ESS J. T. C. J. Ch. A. Serry. M. Comm. Expires J. T. C. J. Ch. A. Serry.

WITNESSES:

"DECLARANT"

CELEBRATION POINTE PROPERTY DEVELOPMENT, LLC, a Florida limited liability company

Print Name: Deannam Gerhot

Print Name:

STATE OF FLORIDA COUNTY OF STATE OF

By: Antonio Huerta Its: Manager

1

My commission expires:

Luc 26, 2000

NOTARY PUBLIC, State of Florida at Large

Print Name: Deanna Mochael

DEANNA M GERHART
MY COMMISSION #GG232255
EXPIRES: JUN 26, 2022
Bonded through 1st State Insurance

JOINDER

CELEBRATION POINTE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this COMMUNITY DECLARATION FOR CELEBRATION POINTE TOWNHOME ASSOCIATION INC. (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

s according to the treat to approve this Decisialis	- Decision has no right to approve this becaration.	
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25 day of 2019.		
WITNESSES:	"ASSOCIATION"	
AAlion P. 16	CELEBRATION POINTE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation	
Print Name: Hata Je Huping	By:	
Print Name: Seffey Gruth	[Corporate Seal]	
STATE OF FLORIDA) COUNTY OF HILLSBOROUGH)		
The foregoing instrument was acknowled 2019, by Jeff Riopelle, as President of CELEBRAT Florida not-for-profit corporation, on behalf of the coproduced	ged before me this day of TION POINTE TOWNHOME ASSOCIATION, INC., a proporation, who is personally known to me or who has as identification.	
S No GO // Comp	Port Name: (A) Stone	

MORTGAGEE'S CONSENT. SUBORDINATION AND JOINDER

This Consent, Subordination and Joinder (the "Joinder") by LGI Homes-Florida LLC, a Florida limited liability company ("Mortgagee"), is made this 25th day of June, 2019 for good and valuable consideration, the receipt of which is acknowledged, the Mortgagee, as owner and holder of the Consensual Lien for Deposit recorded in the Official Records Book 4124, Page 2766, of the Public Records of St. Lucie County, Florida, and that certain collectively, the ("Mortgage") securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR CELEBRATION POINTE TOWNHOME ASSOCIATION Inc. to which this Joinder is attached (the "Declaration"). Mortgagee herby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration. Provided always, nevertheless, that nothing herein contained shall in anyway impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained shall be construed as an assumption by Mortgagee of any obligations of the grantor of the foregoing Declaration.

IN WITNESS WHEREOF, the u	ndersigned has executed this Joinder on day of
Print Name: Jeffag Gants	By: OFFICEN JOFF ROPELLE Title: OFFICEN
COUNTY OF HOUSE, THE	}
known to me or who has produced My commission expires: A Commissio	acknowledged before me this day of of He/She is personally as identification. NETARY PUBLIC OF THE Name:
#7230529±3	CELEBRATION POINTE TOWNHOMES

EXHIBIT "A" CELEBRATION POINTE LEGAL DESCRIPTION

Single Family Phase:

Lots 1 through 12, inclusive, and Lots 98 through 127, inclusive, and Lots 139 through 186, inclusive, and Lots 188 through 208, inclusive, and Lots 215 through 305, inclusive, and Lots 307 through 318, inclusive, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of St. Lucie County, Florida

Townhome Phase:

Parcel 1:

Lots 319 through 610, inclusive, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of St. Lucie County, Florida

Parcel 2:

Recreational Tract 1, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of ST. Lucie County, Florida

EXHIBIT "B" CELEBRATION POINTE PROPERTY DEVELOPMENT LLC OWNED PROPERTY WITHIN CELEBRATION POINTE TOWNHOMES LEGAL DESCRIPTION

Parcel 1:

Lots 319 through 610, inclusive, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of St. Lucie County, Florida

Parcel 2:

Recreational Tract 1, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of ST. Lucie County, Florida

Less and Except the following:

PARCEL 1

Lots 416 through 470, inclusive, and 518 through 523, inclusive, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of St. Lucie County, Florida

PARCEL 2

Recreational Tract 1, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of ST. Lucie County, Florida

EXHIBIT "C" LGI HOMES-FLORIDA LLC OWNED PROPERTY WITHIN CELEBRATION POINTE TOWNHOMES LEGAL DESCRIPTION

PARCEL 1

Lots 416 through 470, inclusive, and 518 through 523, inclusive, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of St. Lucie County, Florida

PARCEL 2

Recreational Tract 1, CELEBRATION POINTE, according to the plat thereof, recorded in Plat Book 57, Page(s) 7 through 14, inclusive, of the Public Records of ST. Lucie County, Florida