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**COMMUNITY DECLARATION
FOR
CELEBRATION POINTE
TOWNHOME ASSOCIATION INC.**

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Exhibits:

- Exhibit 1 – Article of Incorporation
- Exhibit 2 – Bylaws
- Exhibit A – CP Legal Description
- Exhibit B – CPPD Legal Description
- Exhibit C – LGI Legal Description

**COMMUNITY DECLARATION
FOR
CELEBRATION POINTE
TOWNHOME ASSOCIATION INC.**

THIS COMMUNITY DECLARATION FOR CELEBRATION POINTE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (this "**Declaration**") is made this 19th day of June, 2019, by LGI HOMES - FLORIDA, LLC, a Florida limited liability company ("**LGI**"), and CELEBRATION POINTE PROPERTY DEVELOPMENT LLC, a Florida limited liability company ("**CPPD**") (LGI and CPPD hereafter collectively known as the "**Declarant**"), joined by the CELEBRATION POINTE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") and the CELEBRATION POINTE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Master Association**").

RECITALS

- A. CPPD is the developer of that certain residential development consisting of a single family home and a townhome development known as "**Celebration Pointe**" more particularly described in Exhibit "A".
- B. CPPD is the owner in fee simple of the real property within Celebration Pointe more particularly described on Exhibit "B" attached hereto and made a part hereof ("**CPPD Property**").
- C. LGI is the owner in fee simple of certain real property within Celebration Pointe more particularly described on Exhibit "C" attached hereto and made a part hereof ("**LGI Property**").
- D. CPPD as Declarant established the Master Declaration of Covenants, Restrictions and Easements for Celebration Pointe ("**Master Declaration**") which encompasses both CPPD Property, LGI Property and any Master Association Property as defined in the Master Declaration establishing certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements for the development of Celebration Pointe, and created certain powers and duties of ownership, administration, operation, maintenance and enforcement in the Master Association governing Celebration Pointe.
- E. The terms and conditions of the Master Declaration contemplate the creation of Sub-Associations in accordance with Section 1.32 to further establish powers and duties of ownership, administration, operation, maintenance and enforcement reserved to the Sub-Associations in accordance with their own declarations, including, but not limited to this Declaration.
- F. The Declarant and the Master Association hereby desire to subject the townhome phase of Celebration Pointe consisting of the CPPD Property, the LGI Property and Master Association Property as defined in the Master Declaration to the covenants, conditions and restrictions contained in this Declaration.
- G. This Declaration is a covenant running with all of the land comprising the CPPD Property, the LGI Property and Master Association Property as defined in the Master Declaration, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of Celebration Pointe is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for the Association established pursuant to Section 19.1 hereof subject to the rules, regulations, rights and responsibilities set forth in the Master Declaration in Section X.

“Articles” shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 1** and made a part hereof, as amended from time to time.

“Assessments” shall mean any assessments for which all Owners are obligated to pay to the Association made in accordance with this Declaration and as further defined in Section 17.1 hereof and/or collected on behalf of the Master Association in connection with Article VII of the Master Declaration.

“Association” shall mean CELEBRATION POINTE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

“Board” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

“Celebration Pointe Townhomes” shall mean the townhome phase of Celebration Pointe set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

“Common Areas” shall mean all real property interests and personalty within Celebration Pointe Townhomes designated as Common Areas from time to time by the Declarant, by a Plat or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Celebration Pointe Townhomes. The Common Areas may include, without limitation, entrance features, sign monuments, buffer or landscaped areas, open space areas, internal buffers, and irrigation facilities. The Common Areas do not include any portion of the Facilities (as defined herein). Notwithstanding the foregoing, the following shall not be considered Common Areas of the Association and shall be managed by the Master Association, including, but not limited to all roads and perimeter buffers.

“Community Completion Date” shall mean the date upon which all townhomes in Celebration Pointe Townhomes, as ultimately planned and as fully developed, have been conveyed by LGI to Owners.

“Community Standards” shall mean such architectural and design standards, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof or Article X of the Master Declaration.

“Contractors” shall have the meaning set forth in Section 19.12.2 hereof.

“County” shall mean St. Lucie County, Florida.

“Declarant” shall mean CELEBRATION POINTE PROPERTY DEVELOPMENT LLC, a Florida limited liability company, as it pertains to the real property described in Exhibit “B” or LGI HOMES - FLORIDA, LLC, a Florida limited liability company, as it pertain to the real property described in Exhibit “C” or any successor or assign who has or takes title to any portion of the property described therein respectively for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant’s rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant. BY ACCEPTANCE OF A DEED TO A LOT FROM LGI, EACH OWNER ACKNOWLEDGES THAT SUCH DECLARANT WAS NOT AND IS NOT THE INITIAL DEVELOPER OF CELEBRATION POINTE TOWNHOMES. THE INITIAL DEVELOPER IS CPPD (THE **“DEVELOPER”**). THE DEVELOPER CONSTRUCTED, IMPROVED AND INSTALLED CERTAIN INFRASTRUCTURE AND RELATED IMPROVEMENTS IN CELEBRATION POINTE TOWNHOMES. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES LGI HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF THE DEVELOPER, AS THE INITIAL DEVELOPER OF THE COMMUNITY IMPROVEMENTS AND RELATED INFRASTRUCTURE, OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE LGI FROM ANY AND ALL SUCH LIABILITIES AND

OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST LGI FOR SUCH LIABILITIES OR OBLIGATIONS.

“Declaration” shall mean this COMMUNITY DECLARATION FOR CELEBRATION POINTE TOWNHOMES, together with all amendments, supplements and modifications thereof.

“Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

“Facilities” shall mean any buildings conveyed by the Declarant to the Association for use by the Owners, if any. Most or all components that are typically considered “Common Area” of a development of this nature have instead been designated herein as part of the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA UNLESS AGREED TO OTHERWISE IN WRITING.

“Governing Documents” shall mean this Declaration subject to the duties, obligations, rights and responsibilities, restrictions and limitation set forth in the Master Governing Documents, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

“Home” shall mean a residential townhome dwelling and appurtenances thereto constructed on a Lot within Celebration Pointe Townhomes. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“Individual Assessments” shall have the meaning set forth in Section 17.2.5 hereof.

“Initial Contribution” shall have the meaning set forth in Section 17.11 hereof.

“Installment Assessments” shall have the meaning set forth in Section 17.2.1 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant and its affiliates, to the extent the Declarant or its affiliates finances the purchase of a Lot or Home initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within Celebration Pointe Townhomes.

"Lot" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

"Master Association" shall mean CELEBRATION POINTE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"Master Governing Documents" shall mean MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CELEBRATION POINTE ASSOCIATION, INC., recorded as File # 4437119 in Official Records Book 4133 Page 2585, in the Public Records of St. Lucie County, Florida, as now or may be subsequently amended, modified, restated, replaced or supplemented (the **"Master Declaration"**), together with all exhibits and ancillary documents referenced therein. This Declaration shall be junior and subordinate to the Master Governing Documents. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Celebration Pointe Townhomes, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of Celebration Pointe Townhomes, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, all amounts payable by the Association under the terms of this Declaration; all amounts payable in connection with landscape maintenance in Common Areas; all amounts payable in connection with irrigation costs incurred by the Association for any Common Area irrigation; any costs for maintenance of driveways; all costs for maintenance of any facilities or improvements to be maintained by the Association pursuant to any separate agreement with the Master Association; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if applicable; taxes; insurance, including, but not limited to, a master insurance policy for all Homes; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"Owner" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Declarant, even after the Turnover Date.

“Parcel” shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

“Party Wall” shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

“Plat” shall mean any plat of any portion of Celebration Pointe Townhomes filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of Celebration Pointe Townhomes, as such phase is added to this Declaration.

“Public Records” shall mean the Public Records of St. Lucie County, Florida.

“Reserves” shall have the meaning set forth in Section 17.2.4 hereof.

“Rules and Regulations” shall mean the Rules and Regulations governing Celebration Pointe Townhomes as adopted by the Board from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below, and such amendment to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018). Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of Celebration Pointe Townhomes from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. To the extent authorized by the Master Association, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Celebration Pointe Townhomes and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or otherwise.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

“Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

“Surface Water Management System” or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2018). The SWMS includes those works authorized by SFWMD pursuant to the Permit _____. The SWMS shall be maintained by the Master Association.

“SFWMD” shall mean the South Florida Water Management District.

“Telecommunications Provider” shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

“Telecommunications Services” shall mean delivered entertainment services, if provided, or none at all; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Title Documents” shall have the meaning set forth in Section 24.8 hereof.

“Turnover” shall mean the transfer of operation of the Association by the Declarant to Owners.

“Turnover Date” shall mean the date on which transition of control of the Association from the Declarant to Owners occurs.

“Use Fees” shall have the meaning set forth in Section 17.2.3 hereof.

“Voting Interest” shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within Celebration Pointe Townhomes, which shall include the voting interests of the Declarant, in accordance with the Articles and Bylaws of the Association.

“Wetland Conservation Areas” shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be owned and maintained by the Master Association.

“Working Capital Contribution” shall have the meaning set forth in Section 17.11 hereof

3. Plan of Development.

3.1 Plan. The planning process for Celebration Pointe is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, CPPD may and has the right to develop Celebration Pointe and adjacent property owned by the CPPD into residences, comprised of townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Celebration Pointe as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for Celebration Pointe Townhomes that may be supplemented by additional covenants, restrictions and easements within any portion of Celebration Pointe Townhomes subject to the Master Governing Documents. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of Celebration Pointe Townhomes from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined below) for a Home within Celebration Pointe Townhomes shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the provisions of Florida law, the Articles of Incorporation, the Bylaws and this Declaration, the provisions of Florida law as it exists as of the date of recording this Declaration, this Declaration, the Articles and the Bylaws, in that order, shall prevail. If there is a conflict between the provisions of the Governing Documents and the Master Governing Documents, the provisions of the Master Governing Documents shall prevail.

3.3 Site Plans and Plats. Site plans or the Plat may identify some of the Common Areas within Celebration Pointe Townhomes. The description of the Common Areas on the Plat or site plans is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by CPPD in its marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans are not a guarantee of what improvements will actually be constructed as Common Areas. Each Owner should not rely on the Plat or any site plans used for illustration purposes as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas.

3.4 Rentals. From time to time, LGI may market and/or sell Homes in Celebration Pointe Townhomes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, LGI may own Homes within Celebration Pointe Townhomes and may lease such Homes to occupants. Consequently, Homes in Celebration Pointe Townhomes may be leased to or occupied by persons other than the record title of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes in Celebration Pointe Townhomes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.5 Master Governing Documents. Celebration Pointe is subject to the Master Governing Documents. Each Owner, by acquiring title to a Lot is a member of the Master Association and will be subject to all of the terms and conditions of the Master Declaration, as amended and supplemented from time to time. The Master Declaration contains certain rules, regulations and restrictions relating to the use of Celebration Pointe Townhomes (including Lots and Homes). Among the powers of the Master Association is the power to assess each Owner for assessments as set forth in the Master Declaration, including, without limitation, annual assessments, special assessments, individual assessments, and other charges imposed by the Master Declaration, all as more particularly provided and defined in the Master Declaration, and to impose and foreclose liens upon each Lot in the event such assessments are not paid when due.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE MASTER GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE MASTER GOVERNING DOCUMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL.

The Master Association may delegate the powers to assess each Owner for assessments set forth in the Master Declaration and the Master Governing Documents to the Association, including, but not limited to, any and all powers reserved to the Master Association to impose and foreclose liens upon each Lot in the event such assessments are not paid when due.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such

entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents, or any of the Master Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Subject to the Master Declaration, such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of Celebration Pointe Townhomes; (ii) additions or deletions from Celebration Pointe Townhomes and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's (and the Master Declarant's under the Master Declaration as they case may be) prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association (and the Master Association, if required, as the case may be) pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Rules and Regulations may be amended with the approval of a majority of the Board and such amendment to the Rules and Regulations shall be recorded by the Board in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018).

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of Celebration Pointe Townhomes by LGI. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Celebration Pointe Townhomes. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by LGI and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only LGI may add additional lands to Celebration Pointe Townhomes.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of Celebration Pointe Townhomes (or any additions thereto) may be withdrawn by LGI from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of LGI to withdraw portions of Celebration Pointe Townhomes shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Celebration Pointe Townhomes shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from Celebration Pointe Townhomes.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, to the extent they are not owned and operated by the Master Association, the SWMS shall be conveyed to SFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, and the Master Association does not own and operate the SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to, and accepted by, an entity which complies 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.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, Celebration Pointe Townhomes and each Lot therein shall continue to be subject to the provisions of this

Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association, as the case may be, for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas, as applicable. The provisions of this Section 6.2 only shall apply with regard to the maintenance, operation, and preservation of those portions of Celebration Pointe Townhomes that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association with respect to such Home or Lot. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of all Assessments accruing with respect to such Lot prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of the Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Celebration Pointe Townhomes for various public purposes or for the provision of telecommunication systems, or to make any portions of Celebration Pointe Townhomes part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Celebration Pointe Townhomes. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS, AS APPLICABLE. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AS APPLICABLE, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas and Facilities.

9.1 General. The Common Areas, if any, shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements.

9.2 Intentionally Omitted.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created by the Declaration or in the form of easements, or conveyed to the Association by Quitclaim Deed or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of Celebration Pointe Townhomes, as modified and/or amended. The Association shall cooperate with the Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of the Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event the Association believes that the Declarant shall have 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 conveyed herein are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. Once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and their 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; and

9.4.2.6 a reservation of right in favor of the Declarant (so long as the Declarant owns any portion of Celebration Pointe Townhomes) to require that the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members; and all subject to the rules and restrictions of the Master Declaration.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, if any, including, but not limited to, parking areas, including, driveways, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Most paved or

concrete areas such as roadways within Celebration Pointe Townhomes are anticipated to be part under the jurisdiction of the Master Association and governed by the Master Declaration.

9.7 Delegation. Once conveyed or dedicated to the Association or the Master Association, the Common Areas and improvements located thereon, shall at all times be under the complete supervision, operation, control, and management of the Association or the Master Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement. Likewise, the Master Association may delegate all or a portion of its obligations hereunder to the Association or a licensed manager or professional management company.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association or the Master Association.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within Celebration Pointe Townhomes; and (v) design of any portion of Celebration Pointe Townhomes. Each Owner also expressly indemnifies and agrees to hold harmless the Declarant, the Association, the Master Association, and all employees, directors, representatives, officers, agents and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas,

including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE MASTER ASSOCIATION AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the Master Association, the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, within Celebration Pointe Townhomes, including, without limitation, use of the Common Areas by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.8.6 Retention/Detention Areas. NEITHER THE DECLARANT, NOR THE ASSOCIATION OR THE MASTER ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN CELEBRATION POINTE TOWNHOMES; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION NOR THE MASTER 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 CDD, THE ASSOCIATION AND THE MASTER ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION OR THE MASTER ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE ASSOCIATION AND THE MASTER ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN CELEBRATION POINTE TOWNHOMES.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. Amendments to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018). The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. To the extent authorized by the Master Association, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Common Areas and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations as they apply to the Common Areas.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of Celebration Pointe or Celebration Pointe Townhomes or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and its assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within Celebration Pointe Townhomes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) place, erect or construct portable, temporary or accessory buildings or structures within Celebration Pointe Townhomes for sales, construction storage or other purposes; (iii) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Celebration Pointe Townhomes; (iv) post, display, inscribe or affix to the exterior of any portion of the Common Areas, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Celebration Pointe Townhomes including, without limitation, Lots, Parcels and Homes; (v) subject to the Master Declaration excavate fill from any retention/detention areas or water bodies within and/or contiguous to Celebration Pointe Townhomes, if any, by dredge or dragline, store fill within Celebration Pointe Townhomes and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Celebration Pointe Townhomes and use and/or sell excess plants and trees; and (vi) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising Celebration Pointe Townhomes.

9.10 Public Facilities. Celebration Pointe Townhomes may include one or more public facilities that may be dedicated to the County. Except as otherwise dedicated to the County, all roadways within Celebration Pointe Townhomes shall be public roadways maintained by the Master Association and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO CELEBRATION POINTE TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE MASTER ASSOCIATION, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Celebration Pointe Townhomes to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant, its officers, directors,

shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance and Irrigation Systems. The Association shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Common Areas and each Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

10.2.1 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots:

10.2.1.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground unless otherwise stipulated by any applicable law or ordinance.

10.2.1.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

10.2.1.3 Grass.

(a) Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

10.2.1.4 Mulch. Mulch shall be replenished as needed on a yearly basis.

10.2.1.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

10.2.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

10.2.1.7 Irrigation. The Association shall irrigate the grass and landscaping located on each Lot in a routine and ordinary manner, as may be permitted by SFWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components, will be an Operating Expense. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

10.2.1.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

10.2.1.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day and such cost shall be considered an Operating Expense.

10.3 Roadways. Except as otherwise dedicated to the County, all of the roadways within Celebration Pointe Townhomes shall be public roadways maintained by the Master Association and shall not be maintained by the Association except the maintenance and repair to any driveways extending into each Lot and the costs associated with such maintenance, repair and/or replacement shall constitute a part of the Operating Expenses of the Association and each Owner shall pay an equal share of such costs. ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO CELEBRATION POINTE TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE MASTER ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

10.4 Adjoining Areas. The Association shall have no responsibility for the drainage areas, swales, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas except to the extent provided in any agreement between the Association and the Master Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.5 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association or the Master Association, as applicable. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if