

Prepared By and Return To:
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AMENDMENT TO THE RULES OF THE CELEBRATION RESIDENTIAL PROPERTIES

WHEREAS, that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties (hereinafter the "Declaration") is recorded at Official Records Book 2338, Page 2780, Public Records of Osceola County, Florida; and

WHEREAS, Exhibit "C" of the Declaration included Rules for the Celebration Residential Properties which included certain rights reserved for The Celebration Company; and

WHEREAS, the members of the Celebration Residential Owners Association, Inc., community desire to make amendments to the Rules governing the community; and

WHEREAS, The Celebration Company, who may unilaterally amend the Declaration for any purpose until the termination of the Development and Sale Period, has consented to the amendments to the Rules approved by the community; and

NOW, THEREFORE, pursuant to the Amendment procedure set forth in said Rules, the following Amendment is hereby added:

Section 2(i) of the Rules of the Celebration Residential Properties is amended to read as follows:

(i) ~~Garage Sales: Any business, trade, or similar activity, except as provided in Paragraph 3 of these Rules and except that an Owner or occupant residing in a Unit may conduct "discreet business activities" within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents of the Residential Properties; and the business activity is consistent with the residential character of the Residential Properties and does not violate these Use Restrictions and Rules. Examples of "discreet business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. In its sole and absolute discretion, the Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Residential Properties.~~

~~An occupant residing in the primary dwelling on a Unit may conduct such activities from the primary dwelling or a garage apartment on the Unit, or an occupant residing in a garage apartment may conduct such activities from the garage apartment, but no garage apartment shall be leased or otherwise used for any business, trade, or similar activity except by a person residing in the primary dwelling or the garage apartment on the Unit.~~

~~Leasing a Unit in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by The Celebration Company or a Builder approved by The Celebration Company with respect to its development and sale of the Residential Properties or its use of any Units that it owns within the Residential Properties, including the operation of a timeshare or similar program.~~

Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade ~~within the meaning of this subparagraph~~ so long as the Owners or occupants of a Unit do not hold, sponsor, or participate in more than one such sale within the Residential Properties in any 12-month period. Community-wide garage sales are excluded from this restriction.

Notwithstanding anything to the contrary in this Charter, The Celebration Company and any Builder approved by The Celebration Company may utilize Units as show houses or model homes. Furthermore, The Celebration Company and any approved Builder may each utilize a Unit or other approved portions of the Common Area as a sales office for homes being constructed within the Residential Properties;

Section 2(j) of the Rules of the Celebration Residential Properties is amended to read as follows:

(j) Property Modifications: Any modifications to any portion of a Unit visible from any other Unit, property, or any adjacent street, sidewalk, or alley, including, but not limited to, any changes to landscaping or placement of decorations, sports, or play equipment or other structures or signage or other means of advertisement or promotion, or any other personal property or improvements on any portion of a Unit visible from any other Unit, property or any adjacent street, sidewalk, or alley, except as authorized pursuant to Chapter 5, or as otherwise provided herein or under applicable law; provided:

(i) Temporary Decorations: A reasonable number of holiday and religious decorations may be displayed on a Unit for up to ~~30~~ 40 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of ~~The Celebration Company (or the ARC, if delegated authority hereunder by The Celebration Company)~~ to require removal of any such decorations which it deems (A) to be excessive in number, size, or brightness, relative to other Units in the area; (B) to draw excessive attention or traffic; or (C) unreasonably to interfere with the use and enjoyment of neighboring properties; and

(ii) Security System Signs: ~~One~~ one sign, not exceeding 9"x12" in size, may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service.

Section 2(k) of the Rules of the Celebration Residential Properties is amended to read as follows:

(k) Garage Conversion: Conversion of any garage or carport to a use that precludes the parking therein of the number of vehicles for which it was originally designed.

Section 4(b) of the Rules of the Celebration Residential Properties is amended to read as follows:

(b) Display of flags must conform to Architectural Review Committee guidelines. ~~Flags of any kind placed on a Unit so as to be visible from outside the dwelling on the Unit, except that one United States flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in~~

diameter, which are mounted on the exterior facade of the dwelling at a location approved pursuant to the Charter; Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday and United States of America flags shall be permitted without ARC approval. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, Owner may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard without ARC approval. No flags may be lighted.

A New Section 5 of the Rules of the Celebration Residential Properties is added to read as follows:

5. **Sale of Units.** It is critical for buyers to be familiar with the rules governing home ownership in Celebration. Upon sale or transfer of a unit, the Unit Owner shall provide a complete copy of the Association's governing documents to the prospective purchaser. The Unit Owner shall also provide written confirmation of such disclosure to the Association in a form approved by the Board seven days prior to conveyance of the Unit. Failure to provide said confirmation shall result in an \$150 administrative fee charged to the Unit Owner for the cost of providing such information to the prospective purchaser.

Section 5 of the Rules of the Celebration Residential Properties is amended to read as follows:

5. **Leasing of Units.** "Leasing," for purposes of this Charter, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Except as otherwise provided in any applicable Supplement or other applicable covenants, Units may be leased in their entirety, or a garage apartment that is separate from the primary dwelling on a Unit may be leased, or a dwelling and a garage apartment on a Unit may be separately leased to different tenants; however, no single rooms or other fraction or portion of a Unit constituting less than the entire dwelling or garage apartment may be leased, and no Unit or portion thereof shall be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants.

Except for leases of garage apartments or as may otherwise be permitted by any applicable Supplement or other applicable covenant, all leases shall be for an initial term of no less than one year except with the Board's prior written consent. Leases of garage apartments shall be for an initial term of no less than three months, and no garage apartment or Unit shall be leased to more than two separate tenants in any 12-month period. No garage apartment shall be leased or used for any purpose other than residential use, except that the occupant of the primary dwelling on a Unit may use the garage apartment for other uses consistent with the Charter and these Use Restrictions and Rules.

No garage of any Unit shall be used for any purpose other than the storage of the number of automobiles for which it was designed to house at the time of initial construction without ARC approval. An Owner may not lease his or her garage separately from the Unit for storage of non automobiles, as such actions shall be considered a prohibited commercial use.

Notice of any lease, together with such additional information as the Board may require, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. Failure to do so will result in a \$1,000 fine to the Owner. The Owner must make available to the lessee copies of the Charter, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

Section 6 of the Rules of the Celebration Residential Properties is amended to read as follows:

~~6. 7. **Signs.** The following restrictions on signs shall apply to all Units within the Residential Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.~~

~~(a) Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit and, in the case of a Unit owned by The Celebration Company or a Builder approved by The Celebration Company, a sign indicating that the Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy.~~

(a) After the initial occupancy of a Unit, no "for sale" signs may be posted on a Unit unless the Owner of the Unit has completed an application to be provided by the Association for the posting of a "for sale" sign, has submitted such application to the Association, and has received an approval of such application from the Association. All such signs shall be of a form approved by the Association. Signs shall be of the same quality as those generally used by real estate professionals selling homes in the area. The Association shall be entitled to charge a fee in connection with the submittal of such application. Any "for sale" signs that have been approved by the Association shall be erected in such location upon the applicable Unit as the Association chooses, within its sole and absolute discretion, and shall be subject to relocation or removal by the Association in accordance with the terms of the approved application. Owner acknowledges that the sign erected by the Association shall be the only sign or other evidence permitted on the Unit that indicates that the Unit (or any other property) is for sale, and no other plan tubes or boxes, dissemination of printed material, other signage or any other externally visible evidence that the Unit or any other property is for sale, or any other means by which the public can get information on the Unit or any other property shall be permitted; provided, The Celebration Company, or its designee, shall be entitled to post signs without Board approval.

(b) An "open house" sign indicating that the Owner of the Unit is hosting such an event may be posted on the Unit for a period not to exceed three continuous days. Such sign must conform to Architectural Review Committee guidelines.

(c) Up to three signs not exceeding 18" by 24" containing political or similar endorsements may be posted on a Unit. Such signs may only be posted for 45 days prior to an election or a vote on a referendum and for two days thereafter.

(d) The Celebration Company may post "model home" or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.

(e) A Unit within a Home Business Neighborhood, as described in Paragraph 3, may be identified with one sign which shall be subject to prior review and approval by the Architectural Review Committee. ~~in accordance with Chapter 5 of this Charter.~~

Section 8(b) of the Rules of the Celebration Residential Properties is amended to read as follows:

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley, or other portion of the Residential Properties without the prior approval of The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association). ~~Mirrored coatings are not permitted.~~

IN WITNESS WHEREOF, the undersigned being Celebration Residential Owner's Association, Inc., and The Celebration Company have set its hand and seal as of this 22nd day of September, 2009.

WITNESS:

CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC., a Florida not for profit corporation

Lori Rockel
Printed Name: Lori Rockel

David Kaszubinski, President
851 Celebration Avenue
Celebration, Florida 34747

STATE OF FLORIDA
COUNTY of osceola

The foregoing Agreement was acknowledged before me this 22nd day of September, 2009, by David Kaszubinski as President of the Celebration Residential Owners Association, Inc., a Florida not for profit corporation who:

- is personally known to me
- produced a Florida Driver's License as identification
- produced _____ as identification;
- and did not take an oath.



Notary Signature: Dulcy P. Murchison
Stamp or Seal:

WITNESS:

THE CELEBRATION COMPANY, a Florida corporation

Debra Davis
Printed Name: Debra Davis

Matthew Kelly, President
215 Celebration Place, Suite 500
Celebration, Florida, 34747

STATE OF FLORIDA
COUNTY of osceola

The foregoing Agreement was acknowledged before me this 22nd day of September, 2009, by Matthew Kelly, as President of the Celebration Company., a Florida corporation who:

- is personally known to me
- produced a Florida Driver's License as identification
- produced _____ as identification;
- and did not take an oath.

Notary Signature: Elicia Barnett Mitchell
Stamp or Seal:

