

PREPARED BY AND RETURN TO:
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5608 NW 43rd Street
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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

THE VUE AT CELEBRATION POINTE

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR **THE VUE AT CELEBRATION POINTE** is made this 20th day of FEBRUARY, 2018, by **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company, hereinafter "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto and desires to create thereon a residential community with common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of roadways, fencing, entry way, security gate, recreation areas, open space, green belt areas, recreational facilities, parking areas and other common facilities as may be specifically designated

on the recorded plat for **THE VUE AT CELEBRATION POINTE**, or on the Planned Unit Development Master Plan, or as are actually built; and, to this end, desires to subject the real property described in **Exhibit "A"**, together with such additional property as may be subjected to this Declaration as hereinafter provided, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and facilities and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, as a non-profit corporation, **The Vue at Celebration Pointe Homeowners Association, Inc.**, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Declarant declares that the real property described in **Exhibit "A"**, and such additional property as may be made subject to this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to

as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon and enforceable by the Declarant, the Association and subsequent owners of lots, parcels or units in the property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described in **Exhibit "A"** and in any additional property made subject to this Declaration or any part thereof, their heirs, successors, tenants and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

A. **Association:** Association shall mean and refer to **The Vue at Celebration Pointe Homeowners Association, Inc.**, a Florida corporation not for profit, its successors and assigns, the Articles of Incorporation and Bylaws of which are attached hereto as **Exhibits "B" and "C"**. This is the Declaration of Protective Covenants and Restrictions for **The Vue at Celebration Pointe** to which the Articles of Incorporation and Bylaws of the Association make reference.

B. **Articles of Incorporation and Bylaws:** The Articles of Incorporation and Bylaws shall mean those of **The Vue at Celebration**

Pointe Homeowners Association, Inc., a Florida corporation not for profit.

C. **Board of Directors:** The Board shall mean the Board of Directors for the Association.

D. **Declarant:** The Declarant shall mean and refer to **Celebration Pointe Holdings, LLC**, a Florida limited liability company, its successors and assigns. **Celebration Pointe Holdings, LLC**, may assign less than all of the rights, duties or obligations of the Declarant hereunder to third parties, in which case Declarant shall mean and refer to the specific entity holding the rights, or having the duties or obligations, in question.

E. **The Vue at Celebration Pointe:** The Vue At Celebration Pointe shall mean and refer to the real property described in **Exhibit "A"** and the residential community project to be developed upon the property, together with such additional real property as may be subjected to this Declaration.

F. **The Property:** The Property shall mean and refer to all such existing property as described in **Exhibit "A"** hereto, and all additions thereto, as the Property subject to this Declaration or any Supplementary Declaration.

G. **Lot:** Lot shall mean and refer to any Lot depicted on any recorded plat of any phase of **The Vue at Celebration Pointe**, excluding Common Property, that has been subjected to this Declaration.

H. **Single Family Detached Lots:** Single Family Detached Lots shall refer to those lots that are designated as "Single Family Residential Detached Lots" on a recorded Plat of **The Vue at Celebration Pointe.**

I. **Single Family Attached Lots:** Single Family Attached Lots shall refer to those lots that are designated as "Single Family Residential Attached Lots" on a recorded Plat of **The Vue at Celebration Pointe.**

J. **Celebration Pointe:** Celebration Pointe shall mean that master planned transit oriented community in Alachua County, Florida.

K. **Owner:** Owner shall mean and refer to the record fee simple title holder, whether one (1) or more persons or entities, of a Lot, including the Declarant.

L. **Common Property:** Common Property shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Lot/Unit Owners. The term "Common Property" shall also include any personal property acquired by the Association, if such property is designated as such by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Units on a guest or tenant basis, and to the extent

designated on recorded plats or authorized by the Board of Directors of the Association.

M. **Community Development District:** Community Development District shall mean any community development district established by Alachua County at the request of Celebration Pointe Holdings, LLC for Celebration Pointe pursuant to Chapter 190, Florida Statutes.

N. **Declaration:** The Declaration shall mean this Declaration of Protective Covenants and Restrictions, including such amendments as from time to time shall be made.

O. **Unit:** Unit shall mean and refer to any Lot depicted on the plat of any phase of **The Vue at Celebration Pointe**, together with the dwelling unit, either attached or detached, erected thereon, excluding Common Property, that has been subjected to this Declaration.

P. **Detached Home Unit:** Detached Home Unit shall mean and refer to any Lot depicted on the plat of any phase of **The Vue at Celebration Pointe**, together with the free-standing, single family detached dwelling unit erected thereon, excluding Common Property, that has been subjected to this Declaration.

Q. **Attached Home Unit:** Attached Home Unit shall mean and refer to any Lot depicted on the plat of any phase of **The Vue at Celebration Pointe**, together with the attached single family

dwelling unit erected thereon, excluding Common Property, that has been subjected to this Declaration.

R. **Attached Home Unit Roof Overhangs:** That portion of an Attached Home Unit's roof that extends beyond the exterior vertical support wall of an Attached Home Unit and, encroaches the air space above the adjoining Attached home.

S. **Tenant:** Tenant shall mean and refer to any person or persons who rent or lease a Unit situated on a Lot within the Property.

T. **Resident:** Resident shall mean and refer to any person or persons who occupy a Unit for more than seven (7) days per month.

U. **Guest:** Guest shall mean and refer to any person or persons who visit a Unit or the Property and does not occupy a Unit for more than seven (7) days per month.

V. **Member:** Member shall mean and refer to all those Owners who are Members of the Association as provided in Article V hereof.

W. **Limited Common Property:** Limited Common Property shall mean and refer to those areas of Property which lie contiguous to a Lot, or Unit, and upon which has been initially constructed by the Declarant such things as patios, balconies, roof overhangs, hot tubs, pools, decks and porches, driveways and attached or detached storage areas before conveyance of title to a Unit and

Lot by the Declarant has been made, and which are intended to exclusively serve such Lot and Unit as appurtenant thereto.

X. **Plat:** Plat shall mean and refer to any and all plats of any phase of **The Vue at Celebration Pointe**.

Y. **Transfer Date:** Transfer Date shall mean and refer to that certain date when management and control of the Association will be turned over to the Board of Directors thereof by Declarant.

Z. **Common Driveway:** Common Driveway shall mean and refer to driveways used by more than one (1) Unit and Lot Owner.

AA. **Surface Water or Stormwater Management System:** Surface Water or Stormwater Management System shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges.

BB. **Master Declaration:** Master Declaration shall refer to the Master Declaration of Easements, Covenants and Restrictions for Celebration Pointe as recorded in Official Records Book 4396, Page 785, of the Public Records of Alachua County, Florida, as same shall be amended from time to time.

CC. **Master Association:** Master Association shall refer to the Master Association referred to in the Master Declaration of

Easements, Covenants and Restrictions for Celebration Pointe, as recorded in Official Records Book 4396, Page 785 of the Public Records of Alachua County, Florida.

DD. **Master Assessment:** Master Assessment shall mean any assessment levied against the Property or a Lot or Unit by the Master Association.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT OF THE VUE AT CELEBRATION POINTE

A. **General Nature of Development:** The purpose of this Article is to generally describe the plan, manner and method of development of **The Vue at Celebration Pointe**. Therefore, the provisions and statements contained in this Article will necessarily be general in nature, and any conflict between them and more specific statements found hereafter in the remaining Articles of this Declaration shall be resolved in favor of such more specific statements.

B. **Development:** Declarant has acquired fee simple title to the Property, which has been zoned under and pursuant to the provisions of the Alachua County Zoning Ordinances, and Declarant has filed a Master Plan of development for all of The Property. Notwithstanding the depiction of the proposed development on such Master Plan and the depiction of the Lots and Common Property on the recorded Plat of **The Vue at Celebration Pointe**, the exact location of Lots/Units and the exact manner of development of the

Property shall be governed by the conditions and limitations of this Declaration. In addition Declarant may, at a later date, subject other property to the terms of this Declaration.

C. **Association:** The Declarant hereby delegates to the Association the responsibility and duty of (i) owning, operating, administering and maintaining the Common Property; (ii) administering and maintaining certain portions of the Lots/Units, including the carrying of hazard insurance coverage thereon, all as set forth herein; (iii) assessing and collecting the assessment charges necessary to pay the common expenses; and (iv) enforcing this Declaration. Each Owner of a Lot shall automatically be a Member of the Association, and as such, shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay assessment charges and comply with all rules and regulations of the Association and the terms of this Declaration. The Association may refuse to accept the duty of maintaining any Unit which is not constructed in accordance with this Declaration, but such refusal may be asserted only at the time such Unit is first constructed. After the duty of maintaining any Unit has been accepted, expressly or by implication, such duty cannot later be refused. The Declarant shall have the right, but not the obligation, to require the Association to refuse to accept such duty as to any Unit which does not conform to the terms and conditions of this Declaration,

notwithstanding that Declarant may have conveyed all its interest in the Property.

D. **Additions to Existing Property:** Declarant may subject additional properties to the terms of this Declaration. Declarant reserves the right to develop such additional properties as it, in its discretion, deems advisable, and in accordance with Alachua County zoning ordinances. The owners of residential units on such additional properties shall become Members in the Association, subject to their paying the appropriate maintenance charges and fees as provided in Article VIII, and being subjected to all rules, regulations and policies of the Association.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO EXISTING PROPERTY

A. **Existing Property:** The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Alachua County, Florida, and is more particularly described on the attached **Exhibit "A"**.

B. **Additions to Existing Property:** The Developer from time to time may, in its discretion, cause additional properties to become subject to this Declaration.

Supplementary Declaration: The additions authorized under this subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions, which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property. Any such Supplementary Declaration of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights and obligations resulting to Members of the Association shall be uniform as between all Lots/Units of **The Vue at Celebration Pointe**, whether such Lots/Units are located in the Property or in Additions to The Property to the end that Owners of Lots/Units in Additions to the Property shall become Members in the Association. The real property to be added to the Property and to become subject to this Declaration shall be developed in such a manner as to provide for the preservation of the values and amenities of the Property, with reasonable portions of said additional properties set aside for roads, open spaces and other recreation and common facilities. Such

Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declarations revoke, modify or add to the covenants established by this Declaration within the Property. It shall not be necessary for anyone other than Declarant, its successors and assigns, to execute the Supplementary Declaration in order to subject the additional properties to the provisions of this Declaration and thereby cause them to become Additions to the Property.

C. **General Provisions Regarding Additional Property:** No such Additions to the Property may be made unless the improvements to be constructed thereon are of compatible style and quality with the Property, such as will serve to preserve or enhance the values and amenities of the Property. No additions shall revoke or diminish the rights of the Owners to the utilization of the Common Property as established hereunder, except to grant to the Owners of the properties being added the right to use the Common Property as established hereunder, and to likewise grant to Lot/Unit Owners in The Property the right to use the Common Property to be

established by any such Supplementary Declarations. Such Additions to The Property shall be made subject to and upon the following terms and conditions:

Common Property: The Declarant shall be required to complete construction of reasonable additional common and recreational facilities and to convey legal title to the lands and improvements thereon upon which such additional common and recreational facilities may be located to the Association prior to the sale and conveyance of any Lots/Units to ultimate purchasers within such additional properties, which lands shall be held by the Association as Common Property as described herein to the use and benefit of all Members of the Association. Such conveyance to the Association shall be by General Warranty Deed, free and clear of any and all easements, restrictions or encumbrances other than utility easements of record, The Master Declaration, this Declaration and the Supplementary Declaration.

ARTICLE IV

APPURTENANCE OF COMMON PROPERTY AND PARTITION

A. Appurtenance of Common Property: All easements and other rights herein given to Owners of Lots/Units, including the right to be Members in the Association, are hereby declared to be appurtenant to such Lots/Units and shall not be separately

conveyed, encumbered or otherwise dealt with separately from the Lots/Units. Any instruments, whether a deed, mortgage or otherwise, which purport to transfer or convey a Lot/Unit, shall also transfer and convey all of the Owner's rights, easements, duties and obligations hereunder, whether specifically mentioned or not. Once an Owner conveys title to his Lot/Unit to some other person, he shall automatically lose his rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties and obligations hereof.

B. **Waiver of Partition:** The Declarant and each subsequent Owner of any interest in a Lot/Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereafter until this residential community project, **The Vue at Celebration Pointe**, is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Lot/Unit subject to the provisions of this Declaration.

ARTICLE V

COMMUNITY ASSOCIATION

A. **Nonprofit Corporation:** Articles for Incorporation of **The Vue at Celebration Pointe Homeowners Association, Inc.**, a Florida corporation not for profit, have been filed with the Office of the Secretary of State of the State of Florida, and duly

processed in said Office to the end that a charter has been granted. The principal purpose of the Association is to perform the acts and duties desirable for residential community living as provided for in this Declaration, to own and hold title to all of the Common Property, to administer and manage **The Vue at Celebration Pointe** in accordance with the terms and conditions hereof and subject to its Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Association.

B. **Membership:** Every Owner, including Declarant, of any of the Lots/Units shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

C. **Voting:** The Association shall have two (2) classes of voting membership:

Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot/Unit owned. When more than one (1) person holds an interest in any Lot/Unit, all such persons shall be Members. The vote for such Lot/Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot/Unit. When subsequent lands are subjected to this Declaration,

all Owners of Lot/Units in said subsequent lands shall be entitled to one (1) vote for each Lot/Unit owned.

Class B Members shall be the Declarant, who shall be entitled to three (3) votes for each Lot/Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. On December 12, **2027**; or
3. When, in its discretion, the Declarant so determines; or
4. When Declarant no longer owns any portion of the Property.

D. Board of Directors, Bylaws, and Rules and Regulations:

All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) Members, the exact number to be determined by the Members of the Association prior to the vote therefor. Such directors shall be elected annually by all of the Members entitled to vote, and each director shall be the Owner of a Lot/Unit (or partial Owner of a Lot/Unit where such Lot/Unit is owned by more than one individual), (or if a Lot/Unit is owned by a corporation, limited liability company, or partnership, including Declarant, any duly elected officer or director or Manager of an Owner corporation general partner of an Owner

partnership, or Manager of a limited liability company may be elected a director or directors). Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of **The Vue at Celebration Pointe** in accordance with the purposes and objectives of a planned residential community association and subject to the provisions hereof.

E. **Commencement of Management:** The provisions of this Declaration shall become applicable, effective and binding insofar as the management and operation of **The Vue at Celebration Pointe** and the levying of assessments is concerned, whether or not actual management of **The Vue at Celebration Pointe** is delivered and turned over by Declarant to the Association.

Upon turning over the management and operation of **The Vue at Celebration Pointe** to the Association at the Transfer Date, or prior thereto, the Declarant shall render an accounting to the Association and deposit with it any sums due the Association, and shall then automatically be released of any and all types of liability to Lot/Unit Owners and the Association.

While management, operation and control of **The Vue at Celebration Pointe** and the Association remains in the Declarant and has not been turned over solely to the Association to be administered by its duly elected Board of Directors, the Board of

Directors shall be designated by the Declarant as provided in the Articles of Incorporation and the Declarant shall have the right to overrule any decision of the Board.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTY

A. Members' Easements of Enjoyment: Subject to the provisions of paragraph C hereof, every Member, including Members owning Lots/Units in subsequent phases of **The Vue at Celebration Pointe** subjected to this Declaration, shall have a perpetual non-exclusive right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot/Unit. This right is further subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Property;
2. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot/Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
3. The right of the Association, as set forth more particularly in Article XIII to fine the Owner for any violation of this Declaration and/or the rules and regulations established by the Association; and
4. The right of the Association to dedicate or transfer all or any part of the Common

Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds ($\frac{2}{3}$) of each class of Members has been recorded. Provided, however, the granting of public utilities' easements as may be required to serve **The Vue at Celebration Pointe** and the Lot/Unit Owners shall not require approval by the Members.

B. **Delegation of Use:** Any Owner may delegate his right of enjoyment to the Common Property and facilities to the Members of his family, his Tenants or contract purchasers who reside on the Property; provided, however, that if an Owner leases his Lot/Unit, the Tenant shall automatically be entitled to use of the Common Property, and the Owner's right shall automatically cease during the term of the lease.

C. **Title to Common Property:** The Declarant shall convey legal title to the Common Property to the Association. The Association shall hold title to such Common Property for the use and benefit of all Members of the Association and shall not alienate such title without the approval of all holders of institutional first mortgages upon the Lots/Units contained within The Property. With respect to the stormwater management system ("The System") serving The Vue at Celebration Pointe, the Association may, by written request directed to Alachua County, request that Alachua County inspect the stormwater management

system prior to the Association accepting a transfer of responsibilities from the Declarant for the maintenance of the System.

D. **Condemnation of Common Property; the Application of Condemnation Proceeds:** In the event all or any portion of the Common Property shall be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Association for the use and benefit of the Members of the Association. All such condemnation proceeds shall be utilized to restore the Common Property to the condition existing prior to such condemnation, insofar as may be possible.

ARTICLE VII

EASEMENTS GRANTED AND RESERVED BY DECLARANT

A. **Easements for Utilities and Services, Encroachments and Maintenance by Association:** The Declarant hereby gives and grants the easements described below upon the Common Property and reserves unto itself and its successors and assigns the right to grant further similar easements until the Transfer Date, and after the Transfer Date the Association shall automatically succeed to the right to grant such easements:

1. An easement or easements on, upon, across, through and under the Common Property to provide services, repair and maintain the equipment required to provide (which easement may include reasonable rights of access for

persons and equipment necessary to accomplish such purposes) utility services, including without limitation, power, electric, light, cable t.v., fiber optics, telephone, communication lines and systems, gas, water, sewer, drainage and any other utility or service upon or for the benefit of any part of the Property; provided, however, no such easements will be effective with respect to any part of the Property lying beneath a Unit after the construction thereof. This grant includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service;

2. An easement or easements in favor of Alachua County, Florida, or the City of Gainesville, Florida, or any agency thereof, or any franchised, private or public utility thereof, for access and for the providing and maintaining of any municipal services to The Property, including, without limitation, garbage and trash collection, cable television, and police and fire protection. In addition, an easement is granted to Alachua County, Florida, for the purpose of allowing it to exercise its rights of maintenance of the Common Property in the event of default of same by the Association in accordance with Article VIII, paragraph C. No such easements hereby given or granted in this Article VII shall be construed as permitting the public to come upon the Property, and the same shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing same;

3. An easement for encroachment in the event that any improvements upon the Common Property now or hereafter encroach upon any of the Lots/Units, and in the event that any Unit now or hereafter encroaches upon the Common Property as a result of a surveying error or inaccuracies in construction or reconstruction, or due to settlement or movement of any of such improvements so that the encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance of the encroaching improvements in favor of the Owner of such improvements;
4. An easement or easements in favor of the Association to enter in and upon the Units as may be necessary to perform its responsibilities and duties of lawn care and maintaining, landscaping, painting, staining and repairing such Units as set forth herein;
5. An easement over each Lot for the purpose of ingress and egress, passage for drainage, utility and electrical services. With respect to this easement, the Declarant shall have and does hereby retain and reserve the right to release a Lot/Unit from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby;
6. An easement or easements in favor of the Lot/Unit Owners for use of the Limited Common Properties appurtenant to their respective Lots/Units as defined in Article XIX, paragraph A, of this Declaration;
7. With regard to Attached Home Units, an easement to allow for the installation, maintenance and repair of any public utility meters to be mounted on the 62.25 foot exterior end unit walls to serve the units comprising each block of Attached Home Units, and an easement through all party walls and

under the Attached Home Units for support of adjoining Units, for conduits, ducts, wiring, plumbing and other facilities for the furnishing of utilities to the other Units; and

8. Easements For Attached Home Unit Roof Overhangs: An Easement or easements for encroachment for the benefit of the Declarant, the Association and the Unit Owners of Attached Home Units which have Attached Home Unit Roof Overhangs to the extent of such roof overhangs that extend beyond the exterior vertical support wall of such Attached Home Units. Any easement for encroachment of Attached Home Unit Roof Overhangs shall include an easement for the maintenance of the encroaching roof overhang in favor of the Declarant, the Association and the Owner of the Attached Home Unit having an encroaching roof overhang.

B. Cable Television: The Declarant, its successors and assigns hereby reserve a perpetual easement over the Common Property and Lots/Units for the installation of underground television, communication, and radio cables for service to the Lots/Units and for the installation and maintenance of CATV installations. With respect to CATV installations, the Declarant hereby reserves in perpetuity the right (but not the obligation) to install such installations on any portion of the Property designated as Common Property and over Lots/Units.

C. Ingress, Egress and Public Utilities: Declarant, for itself and its successors, grantees and assigns, specifically reserves and retains an express easement over all Common Property for ingress, egress and public utilities, as well as an express,

non-exclusive easement for ingress and egress over and upon all roads and roadways, together with the right to tie into all designated roads, easements and utilities located within **The Vue at Celebration Pointe**, including but not limited to all streets, roadways, easements and utility lines. Declarant, for itself and its successors, grantees and assigns further specifically reserves an easement for ingress, egress and public utilities over, under and across that portion of all Lots which lies outside of the foundation foot print of any unit constructed upon a Lot.

D. **Surface Water or Stormwater Management System:** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales,

without the prior written approval of the St. Johns River Water Management District.

ARTICLE VIII

ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien: The Declarant, for each Lot/Unit owned within the Property, hereby covenants, and each Owner of any Lot/Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided; and (iii) other assessments as set forth in this Declaration. The annual and special assessments, together with interest and cost of collection, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot/Unit against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such Lot/Unit at the time when the assessment fell due. The personal obligation for such delinquent assessments shall not pass to his successors in title. The Association has the right to cause a claim of lien to be recorded in the Public Records of Alachua

County giving notice to all persons that the Association is asserting a claim of lien upon the Lot/Unit. Said claim of lien shall state the description of the Lot/Unit, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot/Unit shall not affect the assessment lien. However, the sale or transfer of any Lot/Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot/Unit from liability for any assessments thereafter becoming due or from the lien thereof.

B. **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements, and for promoting the recreation, health, safety and welfare of the Owners of Lots/Units

in **The Vue at Celebration Pointe**, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Property and of the Lots/Units situated within **The Vue at Celebration Pointe**, and shall include but shall not be limited to the following:

1. Payment of operating expenses of said Association, including management fee and manager's salary, if any, and legal and accounting fees;
2. Beautification of entry areas, access ways, streets and easement areas;
3. Maintenance, improvement and operation of water, sewer and drainage easements and systems not maintained by any governmental agency;
4. Management, maintenance, improvement and beautification of recreation areas and facilities, the Common Property, and all common open spaces, and all yard maintenance for the yards of all Single Family Attached Lots, and yard maintenance for front and side yards of all Single Family Detached Lots including the landscaping and maintenance thereof in a neat and orderly fashion, subject to the obligation of the Owner to maintain the landscape plants and grass immediately adjacent to his Unit by watering as needed;
5. Maintenance, repair and replacement of the entry/exit gate(s) into and from The VUE at Celebration Pointe, and maintenance, repair and replacement of the paving, drainage structures, and street lighting fixtures in the Common Property. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination;

6. The maintenance, repair and replacement of all structural portions of a Single Family Attached Home Unit, (except interior surfaces, glass and mechanical operation of garage doors), which contribute to the support of the Attached Home Unit and the building of which it is a part, which portions shall include but not be limited to load bearing columns, load bearing walls, roofs, outside walls. The Association shall not have the responsibility for servicing any equipment for the furnishing of utility services to an individual Single Family Attached Home Unit, including but not limited to air conditioning and heating compressor facilities, plumbing and wiring, nor is the Association responsible for the maintenance, repair and replacement of any portion of a Single Family Detached Home Unit, including utility services;
7. All incidental damage caused to a Single Family Attached Home Unit by reason of the maintenance, repair and/or replacement, which is the responsibility of the Association and which is not covered by the Unit Owner's hazard insurance. Such damage shall be promptly repaired by the Association;
8. Providing police protection, night watchmen and guard services, but only when and to the extent specifically authorized by the Association;
9. Repayment of funds and interest thereon borrowed by the Association, if any;
10. Payment of premiums for both hazard and liability insurance required to be kept and maintained by the Association;
11. Payment of real and tangible personal property taxes, if any, assessed against properties, title to which is owned and held by the Association;

12. Doing any other thing necessary or desirable in the judgment of said Community Association to keep **The Vue at Celebration Pointe** neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Association, may be of general benefit to the Owners or occupants of Lots/Units included in the Property; and
13. Maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The stormwater system shall be operated and maintained in accordance with the The Vue at Celebration Pointe Stormwater Management Plan, which is an Appendix to the Stormwater Operation and Maintenance Plan for The Vue at Celebration Pointe, which is on file with the Alachua County Public Works Office, and is incorporated herein by reference. A minimum of THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600.00) Dollars per year shall be budgeted for inspection and maintenance of the stormwater facilities.

C. **Rights of Alachua County:** The Declarant hereby acknowledges and declares that the Property has been zoned by Alachua County under its Transit Oriented Development Ordinance. In accordance with said Ordinance, the Declarant hereby agrees, and each subsequent Owner of a Lot/Unit in the Property by

acceptance of his deed likewise agrees, that the County of Alachua shall have the right, if it so chooses, but not the obligation, to enter in and upon all of the Common Property and thereby perform such necessary maintenance on all of such Common Property to reasonably keep and maintain such Common Property in a proper manner upon request of the Association to do so under its obligations set forth in Article XII, paragraph A. In such event, each Owner shall be responsible for an equal share of any costs incurred by the County. The costs incurred by the County shall constitute a lien on all of the Common Property, enforceable as other public improvement liens, and shall bear interest at the applicable rate of interest until paid.

D. **Annual Assessments:** The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, notwithstanding any provision herein to the contrary, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment has been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment. Such annual assessment shall be separated into two (2) categories known as

Category 1 and Category 2. Category 1 shall be limited to the amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for yard maintenance for Single Family Detached Lots and for maintaining and repairing the Single Family Attached Home Units, plus a reasonable reserve for such purposes. In determining the portion of the total amount of the annual Category 1 assessment, attributable to Single Family Attached Home Units, the Board shall budget an annual allocation from that portion of the annual assessment to be set aside in a reserve replacement account. The Board shall maintain a separate reserve replacement account for each Single Family Attached Home Unit and the annual allocation to that account shall be on a prorata basis based upon Unit size. The funds held in the reserve replacement account shall be used by the Association to pay for capital replacements to Single Family Attached Home Units as required. Repairs or replacements required because of abuse or negligence by the Unit Owner (as opposed to repairs or replacements required by normal wear and depreciation) shall not be paid for from the Unit Owner's reserve account, but shall be paid to the Association by the Unit Owner as special assessments for such work. No Owner shall have any interest claim or right to any of the funds held by the Association in the reserve replacement accounts. With regard to the Association's responsibility and yard maintenance for Single Family Detached Lots and Lot Owners shall pay to the

Association, in addition to their Category I Assessment, as a Special Assessment, amounts as determined by the Association for expenses incurred by the Association in maintaining abnormally extensive landscaping for any such Lot, including but not limited to maintenance of landscaping with courtyards, maintenance of extra plants and annuals, and maintenance of extra large landscaped areas. For purposes of this provision the Association shall make the determination of what constitutes "abnormally extensive landscaping", taking into consideration the size of the Lot, the nature and amount of plant material planted on the Lot, any peculiar circumstances that exist on the Lot, for example landscaped courtyards, water features, use of annuals and high maintenance plant material, as compared to other Single Family Detached Lots in The Vue at Celebration Pointe. Category 2 shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

E. **Special Assessments for Capital Improvements (Common Property)**: In addition to the annual assessments authorized by paragraph D hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto.

Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed the current regular annual assessment, unless prior written consent is received from a majority of all Members voting at a duly called meeting of the Association. The due date for payment of all special assessments shall be fixed in the resolution authorizing such assessment.

F. **Special Assessments for Maintenance and Capital Improvements (Single Family Attached Home Units):** In addition to all other assessments authorized pursuant to this Article VIII, the Association may levy in any assessment year a special assessment applicable to a specific Single Family Attached Home Unit whose reserve replacement account, as herein defined, is inadequate to pay for replacements of capital improvements to said Single Family Attached Home Unit.

G. **Master Association Master Assessments:** In addition to the assessments referred to in Sections D, E, and F of this Article VIII, each Lot or Unit shall be subject to Master Association Master Assessments as provided for under the Master Declaration, as from time to time amended. Each Lot or Unit Owner shall be subject to the enforcement and collections by the Master Association of such Master Assessments pursuant to the provisions of the Master Declaration.

H. **Rate of Assessment; Commencement:** The portion of the annual Category 1 expenses budgeted for yard maintenance for Single

Family Detached Home Unit Owners except as provided for in subparagraph "D" above with regard to special assessments for costs incurred by the Association in maintaining abnormally extensive landscaping on any Single Family Detached Lot. The rate of assessment for the balance of budgeted annual and special assessments in Category 1 (exclusive of Special Assessments referred to in paragraph F of this Article VIII) shall be prorated among all of the Single Family Attached Home Units on the basis of unit size. Unit size shall be determined by reference to the MASS ASSESSMENT FORM prepared by the Alachua County Property Appraiser. Assessments in Category 2 shall be equal and uniform for all Lots/Units, both attached and detached. Upon the submission of additional parcels of land constituting a portion of **The Vue at Celebration Pointe** to this Declaration, all Lot/Unit Owners of such lands shall be similarly assessed.

The obligation for payment of assessments for each Single Family Attached Home Unit shall begin at the time a certificate of occupancy is issued for such Single Family Attached Home Unit by the appropriate governmental authority and shall be prorated on an accrual basis between successive Owners.

The obligation for payment of assessments for each Single Family Detached Home Unit shall commence on the first day of the month following transfer of title from the Declarant to the Owner.

Until a certificate of occupancy is issued for a Single Family Detached Home Unit constructed upon a Lot, the rate of assessment for a Single Family Detached Home Unit will be equal to the common area maintenance portion of the annual assessment charged to other Single Family Detached Home Units that have obtained certificates of occupancy, plus Ten (\$10.00) Dollars per month to cover the cost for mowing the Lot. Upon issuance of the certificate of occupancy for the Unit constructed on a Lot, the assessment rate shall increase to the full annual rate.

All assessments shall be based upon a calendar year budget adopted by the Association Board of Directors as herein provided. The first annual assessment as to any Lot/Unit shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors and can be made payable monthly. Notwithstanding any provision herein to the contrary, Declarant, for any Lot/Unit of which it is the Owner, shall not be liable for assessments if it shall provide the funds for any deficit in operating expenses of the Association. In its sole discretion, Declarant may at any time commence paying assessments as to Lots/Units owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Association.

I. **Notice of Assessment:** After adoption of a budget and determination of the annual assessment per Lot/Unit, or after

adoption of any Special Assessment, the Association shall assess such sum by promptly notifying all Owners of Lots/Units by delivering or mailing notice thereof to the Member representing each Lot/Unit Owner at such Member's most recent address as shown on the books and records of the Association. The due dates for payment of any assessment shall be established by the Board of Directors.

J. **Delinquent Assessments:** If the annual assessment is being paid annually and is not paid on or before thirty (30) days after the date when due, or if any Special Assessment is not paid on or before thirty (30) days after the date of notice of the Special Assessment, then such assessment shall become delinquent and shall, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorney fees, thereupon become a continuing lien on the Lot/Unit as provided in paragraph A hereof. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, notwithstanding that title to the Lot/Unit may be transferred to another with the lien still remaining thereon.

If the annual assessment is being paid in monthly installments and a monthly installment is not paid within fifteen (15) days after the date when due, the Association shall have the right at any time thereafter to accelerate and declare the entire

balance of the annual assessment for that year immediately due and payable, and the assessment shall bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot/Unit in the manner and method provided in paragraph A hereof. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if it is in the best interests of the Association. There shall be no offset against assessments for failure or delays in providing services.

K. **Certificate of Payment:** The Association shall, upon demand, at any time and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Prior to delivering such certificate, the Association shall have the right to demand and receive a written acknowledgment signed by a prospective purchaser of a Lot/Unit stating that he has received copies of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations and agrees to be bound thereby. **The Association shall make available, for a reasonable charge, copies**

of this Declaration, Articles of Incorporation, Bylaws, and rules and regulations to prospective Tenants and purchasers.

ARTICLE IX

MAINTENANCE ENFORCEMENT

A. Non-compliance by Owners: In the event the Owner of a Lot/Unit fails to maintain it as required herein or makes any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Lot/Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the Owner of a Lot/Unit and the Lot/Unit itself for the necessary sums to put the improvements within the Lot/Unit in good condition and repair, including undertaking maintenance that is the responsibility of the Lot/Unit Owner, or to remove any unauthorized structural addition or alteration, or to replace exterior landscaping or grass. In the event the assessment is not paid within sixty (60) days from the date payment is requested, the Association may proceed to place a lien against the Lot in the same manner as provided in Article VIII hereof. The Association shall have the right to have its employees and agents enter the Lot/Unit at all reasonable times without a trespass to do such work as deemed necessary by the Board of Directors in order to enforce compliance with the provisions hereof. In addition, the

Association is authorized to use an Owner's water to water the grass and landscaping immediately adjacent to his Lot/Unit if the Owner has failed to do so, or to use Owner's water and electrical service for building and improvement maintenance when deemed necessary. The Association shall incur no cost in doing so and may assess such Owner for costs incurred by the Association.

B. **Non-compliance by Association:** In the event the Association fails to maintain the Common Property or any Lot/Unit in accordance with its obligations hereunder, any Owner of any interest in a Lot/Unit or holder of a first mortgage on a Lot/Unit shall have the right to seek specific performance in a court of equity to compel the Association to do so. In the event of emergency repairs that are the responsibility of the Association, the Owner of an interest in any Lot/Unit may give the Association twenty-four (24) hours' notice to repair same, and if it is not done, said Owner may proceed to contract in his own name to make such repairs, and the Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Association has financial responsibility. For purposes of this provision, "emergency repairs" shall mean repairs that are otherwise the responsibility of the Association and that are required to fix breaches in the building envelope that cause exposure of the interior of a Unit to the elements of the weather.

C. **Contracts for Maintenance:** The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Common Property and the Units in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of such obligation.

ARTICLE X

PARTY WALLS, ROOFS AND EXTERIORS

A. **Common Walls and Roofs of Single Family Attached Home**

Units:

1. The Single Family Attached Home Units comprising each building are residential Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The centerline of a party wall is the common boundary of the adjoining Unit.
2. Each common wall in a Unit shall be a party wall, and any party to said wall, his heirs, successors and assigns, shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving; but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original party wall.
3. The entire roof on the building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing".

4. If a Unit is damaged through an Act of God or other casualty, the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. The Association shall have the right to specially assess all of the Unit Owners if insurance proceeds are insufficient to repair or rebuild the affected Units in accordance with this subparagraph. The assessment and collection of any special assessment authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a Unit Owner, any expenses incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the Single Family Attached Home Unit Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Unit Owner for the costs of such repair and reconstruction. The assessment and collection of such assessment authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

5. The costs of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein.
6. No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his Unit or of the building. Normal maintenance of the exterior surfaces,

such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire building by the Association and as an Association expense. Normal maintenance of the common roof, such as cleaning, refinishing or re-covering, shall be done uniformly at the same time for the entire common roof by the Association and as an Association expense.

Each party wall shall be subject to an easement of support for adjoining Units subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Units.

ARTICLE XI

ARCHITECTURAL CONTROL

A. **Improvements and Alterations:** Except for purposes of proper maintenance and repairs, or as otherwise provided in this Declaration, no building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the Property or any Lot, nor shall any addition to or change or alteration to the exterior thereof be made unless approved in writing by the Architectural Control Committee as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the Architectural Code for **The Vue at Celebration Pointe**. Additionally, any construction or development within **The**

Vue at Celebration Pointe must also comply with the Alachua County zoning ordinances and with the development regulations approved by Alachua County for the development of **The Vue at Celebration Pointe**.

B. **Architectural Control Committee:** The Architectural Control Committee shall initially have three (3) Members, who shall be designated by the Declarant. The Committee Members shall continue to be designated by Declarant until such time as the Declarant retains title to no Lot/Unit or voluntarily relinquishes control, whichever shall first occur. The Committee may designate one (1) of its Members to act as representative for the Committee. The Architectural Control Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications, and this covenant shall be deemed to have been fully complied with. In the event a Unit or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right to redress in a court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Owner shall be responsible for all court costs and attorney fees incurred by the Association in such action. In the event a violation occurs which,

in the opinion of the Committee, is of a minor or insubstantial nature, it may release the Lot/Unit or portions thereof from the application of the Covenants and Restrictions set forth herein, but such a finding must be agreed to by a majority of the Members of the Architectural Control Committee.

C. **Rules and Regulations:** The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

D. **Initial Construction:** The initial construction of all structures and other improvements on the Property shall conform to a plan of general architectural uniformity as specified in the Architectural Code for The **Vue at Celebration Pointe**.

E. **Right of Entry to Inspect:** The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist with regard to such Unit; and neither the Association nor any such agent or employee shall be deemed to have

committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE XII

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS

A. **Obligations of Association:** The Association shall have the power and authority to and shall promptly perform all of the matters set forth in Article VIII, paragraph B, all of which shall become duties and obligations of the Association.

B. **Obligations of Owners:** Every Owner of an interest in a Lot/Unit shall (in addition to other obligations and duties set out herein):

1. **Assessments:** Promptly pay all assessments levied by the Association;
2. **Maintenance of Single Family Attached Home Unit:** Maintain in good condition and repair his Unit including but not limited to the yard, (except as otherwise herein provided) sprinkler systems, and electronic eyes, individual or Lot/Unit exterior light posts, all interior surfaces within or surrounding his Unit as well as all exterior surfaces (such as the surfaces of exterior walls, eaves, soffits, roof, doors, windows, gutters, fences, pools and pool enclosures), maintain and repair the fixtures therein, keep clean all exterior glass surfaces and pay for any utilities which are separately metered to his Unit. Each Single Family Attached Unit Owner shall cause his unit to be power washed at least once a year to remove all algae and mold Said Unit shall be maintained in accordance with this Declaration and exhibits hereto,

except for changes or alterations approved in writing by the Association;

3. Maintenance of Single Family Detached Unit: Maintain in good condition and repair his Unit, including but not limited to the yard, (except as otherwise herein provided) sprinkler systems, and electronic eyes, individual Lot/Unit exterior light posts, all interior surfaces within or surrounding his Unit, as well as all exterior surfaces (such as the surfaces of exterior walls, eaves, soffits, roof, doors, windows, gutters, fences, pools and pool enclosures), maintain and repair the fixtures therein, keep clean all exterior glass surfaces, and pay for any utilities which are separately metered to his Unit. Each Single Family Detached Unit Owner shall cause his unit to be power washed at least once a year to remove all algae and mold. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes or alterations approved in writing by the Association;
4. Landscaping: The Association shall provide for watering the plants and grass immediately in front, side and to the rear of Owners Units. Owners shall keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience;
5. Alterations: Not make or cause to be made any structural addition or alteration to his Unit or to the Common Property without prior written consent of the Architectural Control Committee;
6. Nuisances: Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Property or which will obstruct or interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance,

immoral or illegal act in his Unit or in or on the Common Property;

7. Rules and Regulations: Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and the Common Property which may be adopted in writing from time to time by the Board of Directors of the Association, and see that all persons using the Owner's property by, through or under him do likewise;
8. Inspection by Association: Allow the Board of Directors or the agents and employees of the Association to enter any Single Family Attached Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Single Family Attached Unit or the Common Property, allow the Board of Directors or the agents and employees of the Association to enter any Unit in the case of an emergency threatening Units or the Common Property, and for the purpose of determining compliance with these Covenants and Restrictions and the Bylaws of the Association;
9. Plumbing, Etc.: Pay for all plumbing and electrical repairs within his Unit and for the maintenance, repair and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services, presently or hereafter installed outside of any Unit, and which is intended only for the purpose of furnishing such utility service to an individual Unit, including the hookup from the Unit to the main water and sewer lines;
10. Waterbeds, Jacuzzis, Etc.: Not permit or suffer anything to be done or kept in his Unit which will cause structural stress or danger to his Unit or any other Unit. Waterbeds are allowed, but any damage caused to any Unit or Common Property by virtue of the existence of a waterbed shall be the sole responsibility of the Owner in whose Unit the waterbed was

located. Under no circumstances shall Jacuzzis be allowed on the roofs of any of the Attached Home Units;

11. Utility Apparatus: Each Owner of a Single Family Attached Home Unit shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other Single Family Attached Home Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit;
12. Lamp: Each Owner is responsible for the maintenance and repair of the exterior lamp post(s) that is wired to his Unit, which maintenance and repair shall include keeping said lamp operational with a 75-watt bulb and an electric eye; and
13. Garage Door: Each Owner is responsible for the mechanical maintenance and operation of the garage door on his Unit. The Association is responsible for the outside painting of all garage doors of Single Family Attached Home Units but not of Single Family Detached Home Units.

C. **ENTRY INTO ADJACENT UNITS**: Whenever it is necessary to enter any Single Family Attached Home Unit for the purpose of performing any maintenance, alteration or repair to any portion of another Single Family Attached Home Unit (i.e. to repair or replace electrical wiring, plumbing or air conditioning refrigeration lines running beneath the floor or within the walls of attached Units), the Owner of each Single Family Attached Home Unit shall permit other Owners or their representatives, or the duly

constituted authorized agents of the Association, to enter such Single Family Attached Home Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. The Owner of any Single Family Attached Home Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Single Family Attached Home Unit to leave the Unit in the same condition it was in prior to such entry.

D. **LEASING AND SALE OF UNITS:** Owners are bound and obligated to abide by this Declaration, including maintenance of their Unit (whether a Single Family Attached Unit or Single Family Detached Unit), landscaping and grass, unless otherwise provided in this Declaration, whether they are residing in their Unit or leasing such Unit to a third party. Units must be leased under a written agreement. Owners may lease their units to third parties provided that the term of any such lease shall be for a minimum of ninety (90) days and the lease shall be in writing, signed by the Unit Owner as Lessor and the third party tenant as Lessee. The lease agreement shall incorporate by reference this Declaration and obligate the tenant to comply with all of the restrictive covenants set forth in this Declaration, and in the Master Declaration. A copy of the signed lease agreement shall be delivered to the Association. The intent of this provision is to prohibit short term leasing of Owners' units, and to require

tenants to be under the same obligations that the Owners of a Unit are under in relationship to the restrictive covenants contained in this Declaration, and the Master Declaration. Prior to leasing their Unit, an Owner must provide each of the Tenants with a copy of this Declaration and obtain a signed statement from each Tenant that they have read and agree to be bound by the terms and conditions of this Declaration and any published rules and regulations established by the Board of Directors of the Association. The Owner shall deliver said signed statement to the Association along with the names of all parties who will occupy the Unit, the type and number of pets, and all license tag numbers of all motor vehicles to be kept at the Unit. The Owner shall be responsible for all acts of his Tenants in violation of this Declaration, and shall be subject to the fining and other enforcement procedures set forth herein for such acts.

E. **RESTRICTIVE COVENANTS:** The use of all Units and Common Property in the Property shall at all times conform to the following Restrictive Covenants:

1. **Residential Use:** All Units shall be used for private, single family residential purposes only, and no trade or business of any kind may be carried on. Lease or rental of a Unit shall not be a violation of this covenant. The foregoing shall not prohibit the Declarant from using Units as models or offices;
2. **Rights of Declarant:** The Declarant shall have the right to maintain upon any portion of the Property (including, without limitation,

Common Property) sales, administrative, construction or other offices, signs and other promotional equipment and apparatus without charge. Appropriate easements of access and use are expressly reserved to the Declarant, its successors, assigns, contractors, employees and invitees for this purpose;

3. Indemnity for Damage: Nothing shall be done on or kept in any Unit or on the Common Property, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any Unit shall be committed by any Owner, Tenant or any invitee of an Owner or Tenant, and each such Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, his Tenant or his invitees to the Association, the Common Property or the other Owners. The Association has the right to assess an Owner for any such damage and to enforce collection in the same manner as provided in Article VIII of this Declaration;
4. Noxious Activities: Except for the activities of the Declarant during original construction or except with the prior written approval of the Association, no noxious or offensive trade or activity shall be carried on, upon or within any Lot or Unit, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash, and no accumulation or storage of litter, lumber, firewood, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot;
5. Signs: No signs of any kind shall be displayed in any windows of any unit or displayed to the public view on any Lot without the prior written consent of the Association, except for

customary name and address signs approved by the Architectural Control Committee. Notwithstanding the foregoing, when any Unit is for sale or rent, the Owner thereof shall be permitted to advertise same by erecting one (1) "For Sale" or "For Rent" sign, the face of which shall not exceed four (4) square feet, and such sign shall be placed within four (4) feet of the outside walls of any Unit (Attached or Detached);

6. Resident Parking:

Parking Decals: Each Unit Owner shall be provided with two (2) parking decals by the Association. The parking decals must be displayed on the windshield of the Unit Owners' vehicles. Vehicles improperly parked in public parking spaces and along streets shall be subject to being towed at the Owner's expense.

Single Car Garage Units: Two (2) parking decals shall be assigned to each Unit having a single car garage, to allow for parking consisting of one (1) vehicle in the garage space and to allow for parking of one (1) vehicle in the driveway space of the Unit driveway immediately adjacent to the garage.

Double Car Garage Units: A maximum of two (2) parking decals shall be assigned to each Unit having a double car garage, to allow for the parking of two (2) vehicles in the garage of such Unit.

Single Family Detached Units: Owners of single family detached units shall be issued up to four (4) parking decals to allow for the parking of two (2) vehicles in the two car garage and parking of two (2) vehicles in the driveway of the detached Unit.

Prohibited Parking: At no time shall sidewalks, lawns, yards, greenspaces or wetlands be used for parking. Owners shall not

park their vehicles on the street or in designated guest parking areas. A violation of this prohibition shall result in the towing of the Owner's vehicle at the cost to the Owner. For purposes of storage and parking motorcycles, motorbikes, motor scooters and similar two or three-wheel motor vehicles shall be considered as cars and shall be parked and stored in accordance with these regulations. There shall be no parking of vehicles behind any Units. All extended bed vehicles must be able to fit within Unit garages or within the driveway of a Unit without encroaching into public rights of way or sidewalks;

7. Guest Parking: Parking shall be available to Guests on-street parallel to the curb and in other designated "guest parking" areas. At no time shall Guests park in or block access to sidewalks, lawns, yards, greenspaces or wetlands;
8. Trailers, Boats, Etc.: No travel trailers, mobile homes, campers, utility trailers, buses, motor homes, boats, commercial vehicles or the like shall be parked on a Lot unless stored and fully enclosed in a garage. No automobile, truck, bus, boat, boat and trailer, trailer, house trailer, motor home, mobile home, camper, or other similar vehicle shall be parked on any street, including the right of way thereof, or on the Common Property at any time. Such vehicles may be parked in the Unit driveway immediately adjacent to the garage for not more than ten (10) hours in any calendar month;
9. Repairs or Restoration: No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any Lot except for emergency repairs thereto and then only to the extent necessary to enable removal of such vehicle to a proper repair facility, unless such repairs or restorations are done in a garage;

10. Television and Radio Antennas: Unless approved in writing by the Association, no masts, towers, poles, radio or television antennas, or **satellite dishes** shall be erected, constructed or maintained on or in any Lot or Unit in such a manner as to be visible from the street or other Lots or Units;
11. Fences: No fence shall be erected without the prior approval of the Architectural Control Committee;
12. Screened Porches: Screened porches may be added to any Single Family Attached Home Unit provided that they are constructed on the existing slabs poured by the builder of the Unit and that they are in accordance with the Architectural Code and approved by the Architectural Control Committee.
13. Trash and Garbage: No accumulation of trash shall be allowed on any Lot including patios located on a Lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and shall be stored inside the garage of each Unit. Containers shall be moved to the street on the morning of trash collection and returned to the garage of the Unit that same evening. The address of the Unit shall be permanently affixed on or to the can and the lid in a manner prescribed by the Association. No incinerators shall be kept or maintained on any Lot, except that the Association may cause trash receptacles to be placed on Common Property when it deems such to be in the best interests of **The Vue at Celebration Pointe**. All Owners shall use uniform trash containers to be selected by the Architectural Control Committee, or as provided by the municipal trash collection service, whichever is applicable;
14. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within any Unit or upon the Common

Property, except that dogs, cats or other common household pets may be kept in each Single Family Attached or Detached Unit subject to rules and regulations adopted by the Association and provided that such animals are not kept, bred or maintained for any commercial purpose. Pets shall be registered, licensed and inoculated as may from time to time be required by law. All dogs must be on a leash and under the control by its Owner when outside of the residence and/or when walking within Celebration Pointe. Animal excrement must be picked up and shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on a Lot, the Property or the Common Property. Under no circumstances shall any pet be allowed in the pool, or pool area. Unit Owners shall be responsible for all violations of this rule by Guests and lessees of their Unit and such Owners shall be subject to such fines or penalties as the Association shall impose for each violation. All Owners shall indemnify the Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal. No animal shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners;

15. Mailboxes: Mailboxes shall be placed only in areas designated for that purpose, and shall be of uniform design compatible with the Units and approved by the Architectural Control Committee. No newspaper tubes or other non-uniform receptacles shall be permitted without the express consent of the Architectural Control Committee;
16. Garages: In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Single Family Attached or Detached Unit shall remain closed except when in actual use to allow ingress and egress into the garage. Garage door openings may not have

screen door enclosures. Garages shall not be used for a living area or storage area in such a manner that the garage cannot be used for the parking of a full-sized car(s), or in such a manner as to prevent compliance with the Resident Parking provisions;

17. Tree Removal Restrictions: Trees situated on Attached Home Unit lots having a diameter of two (2) inches or more (measured 4 feet from ground level), and landscaping may not be removed by the Unit Owner without the prior approval of the Architectural Control Committee. With regard to Detached Home Units, this same restriction shall apply to the front thirty five (35) feet of the Detached Home Unit, extending from the front property line, as well as to all side yards of Detached Home Units. All requests for approval of tree and/or landscape removal shall be submitted to the Architectural Control Committee along with a plan showing generally the location of such tree(s) and landscaping that are to be removed. Anyone violating this provision will be required to replace such trees with trees of like kind, size and condition, and with landscaping similar to that which was to be removed, within thirty (30) days after demand by the Architectural Control Committee. If the Owner fails or refuses to replace the trees and landscaping as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall constitute a lien against the property of the Owner enforceable in the same manner as provided in Article VIII of this Declaration. The Owner grants to the Architectural Control Committee, its agents and employees an easement of ingress and egress over and across said Unit to enable it to comply with this provision;

18. Clothes Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of a Single Family Attached or Detached Unit

exposed to view from any other Unit or from any portion of the Common Property;

19. Window Coverings and Reflective Materials: No Unit shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. No tinted glass shall be permitted without approval of the Architectural Control Committee. All interior window coverings, including draperies, shades, and blinds, which face a street shall have an **off-white backing or lining** for the purpose of providing a harmonious and uniform appearance from the outside of the Unit;
20. Miscellaneous: No advertising shall be permitted on any vehicle exposed to view of other Units or Lot Owners in **The Vue at Celebration Pointe** except for service vehicles temporarily parked while providing service to any Unit or Lot. No tools, exercise equipment, **golf carts**, bicycles, motorcycles, machinery or other items may be stored outside of any Unit or on decks, patios or driveways;
21. Solar Collectors: No solar collector shall be installed or maintained on the exterior of any Unit that would be visible from any street abutting the Lot/Unit, unless otherwise approved by the Architectural Control Committee; provided, however, that Owners of Attached Home Units can elect to have roof mounted solar panels installed for their Attached Home Units, as approved by the Association. If roof mounted solar panels are installed, the Owner of the Attached Home Unit shall, at the Owner's expense, be responsible for all maintenance and repair of such solar panels, as well as any roof repairs that are required to be made as a result of the installation of solar panels on the Owner's roof. At the time of a roof replacement or repair, unrelated to the solar panels, for the whole building of which the Attached Home Unit is a part, the Owner of the Attached Unit having elected to have installed solar panels

on his roof shall be responsible, at the Unit Owner's expense, for the removal of the solar panels and all related equipment from the affected Unit's roof to accommodate the roof repairs and replacement, as well as all expenses related to the reinstallation of the solar panels on the roof upon completion of the roof repairs and/or roof replacement;

22. Firewood: Firewood shall not be stacked within twelve (12) inches of the side or rear of any Unit. No firewood shall be stored outside of a Unit between **April 30 and September 1** of each year. Owners shall be responsible for all damage caused by firewood storage, including replacement of grass and landscaping and termite damage;
23. Children: Children under twelve (12) years of age shall not use the pool without adult supervision;
24. Speed Limit: The speed limit in **The Vue at Celebration Pointe** is twenty (20) miles per hour. The Association shall have the right to fine an Owner for violation of this restriction by an Owner, his Tenant or members of the Owner's family;
25. Decorative Exterior Trim: No Owner or Tenant of an Owner shall install shutters, awnings, screen doors or other decorative exterior trim without approval by the Architectural Control Committee; except small exterior decorations such as address plates and name plates may be installed;
26. Landscaping: No owner of an Single Family Attached Unit shall plant or allow to be planted any plants in the yard area of his Lot, and no Owner of a Single Family Detached Unit shall plant or allow to be planted any plants in the front and side yards of his Lot, that detract from the visual harmony of the Property or interfere with Association maintenance of the yards and grounds. **Any proposed plantings of the front or side yards**

of any Single Family Detached Unit, other than those initially approved by the Architectural Control Committee, Declarant or Builder, shall require approval from the Architectural Control Committee prior to planting. Yard ornamentation, such as flagpoles, fountains, bird feeders, bird baths, sculpture, accent lighting and pottery shall not be allowed in front or side yards of any Unit, unless approved in writing by the Architectural Control Committee. American flags may be displayed on national holidays, when attached to a Unit. Detached Unit Owners shall be required to maintain the rear yard areas of their Lots to the same general level of maintenance as front and side yards are being maintained by the Association; and

27. Lighting: All exterior lighting on any Lot or Unit shall be approved by the Architectural Control Committee and shall conform to exterior lighting standards developed by the Architectural Control Committee. It is the intent of this provision that the standards for permitted exterior lighting shall be designed to prevent exterior lighting from being a nuisance to other Unit and Lot Owners in **The Vue at Celebration Pointe**.

28. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association and erected within the property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage or injury occurring thereon or related to the use thereof. Lot Owners shall have the right to reserve the pool, club house and associated recreational facilities for private parties. Reservations shall be made through the Association at least thirty (30) days prior to the date of the event. The number of people participating in the private party shall be limited to no more than ten (10) persons unless otherwise approved by the Association. The Association shall have the sole discretion in approving the number of persons in excess

of ten (10) permitted to attend the private party.

29. Rules and Regulations. The Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board and by the Master Association. The Association may enforce Rules and Regulations adopted by the Master Association (if the Master Association has delegated such enforcement authority to the Association) as well as those adopted by the board. If the Board determines that any Owner appears to be in violation of the Rules and Regulations (whether adopted by the Board or the Master Association), then the Board shall give written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Further enforcement of the Rules and Regulations shall be in accordance with Article XIII.

ARTICLE XIII

ADDITIONAL ENFORCEMENT PROVISIONS

A. Compliance by Owners: Every Owner and Tenant shall comply with the Covenants and Restrictions set forth herein and any and all reasonable rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

B. Procedure: Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall investigate the complaint, and if it is determined to be well founded, shall write a letter to the offending Unit Owner and such letter shall set forth the infraction and a time period within

which such Owner shall bring himself into compliance with these restrictions and/or the rules and regulations. In the event the Owner does not bring himself into compliance by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth below.

C. **Enforcement**: Failure of an Owner or Tenant to comply with such Covenants and Restrictions or rules and regulations shall be grounds for action by any Owner or the Association which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to the rights of the Association to enforce the provisions of this Declaration, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. The Association shall have the right to suspend the voting rights and the use of Common Property by the Owner and/or Tenant as it shall determine.

D. **Fines**: In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, Guests, invitees, Tenants or employees to comply with any covenant, restriction, rule or regulation, provided the following procedures are followed:

1. Notice: The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors' meeting at which time the Owner shall present reasons why penalties should not be imposed;
2. Hearing: The non-compliance shall be presented to the Board of Directors, after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors' meeting;
3. Fines: The Board of Directors may impose a fine in the nature of a special assessment against the Lot or Unit owned by the Owner as follows:
 - a. First non-compliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars;
 - b. Second non-compliance or violation: a fine not in excess of Five Hundred (\$500.00) Dollars; and
 - c. Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand (\$1,000.00) Dollars for each such occurrence.
4. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties;
5. Collection of Fines: Fines shall be treated as special assessments and a lien subject to the provisions for the collection of assessments and enforcement of liens as set forth in Article VIII hereof;

6. Application of Fines: All monies received from fines shall be allocated to the reserve for replacement funds for the Association; and
7. Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIV

DESTRUCTION OF IMPROVEMENTS AND INSURANCE

A. Ownership and Maintenance of Insurance by Association:

It is hereby declared to be reasonably desirable and necessary for the proper preservation and enforcement of the values and amenities in **The Vue at Celebration Pointe** to make certain that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Association is charged with the obligation and duty of maintaining, repairing and replacing the Common Property and the Single Family Attached Home Units, and it is, therefore, proper and acceptable that the Association own and maintain insurance covering not only the improvements on the Common Property but also the Single Family Attached Home Units themselves. The Association shall, therefore, obtain extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the Single Family Attached Home Units, insuring all the insurable improvements erected within

The Vue at Celebration Pointe as allowed by Florida law, thereby including both improvements owned by the Association and all Single Family Home Units which may be owned by Owners. The premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Single Family Attached Home Units as a Category 1 expense and as part of the annual assessment for each Single Family Attached Home Unit. Owners are hereby put on notice that they are responsible for insuring all portions of their Unit not covered by the insurance obtained by the Association and that it is their responsibility to ascertain the exact limits of the coverage provided by the Association. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Association, with holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

B. **Occurrence of Loss:** In the event a loss occurs to any improvements within any of the Single Family Attached Home Units alone, or in the event that a loss occurs to improvements within the Single Family Attached Home Units and Common Property or to improvements within the Common Property alone, payments under the policy shall be made jointly to the Association and to the holders of institutional first mortgages on the Single Family Attached Home Units. Said proceeds shall be expended or disbursed as follows:

1. All Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Single Family Attached Home Units; and
2. The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages when such mortgages encumber any damaged individual Unit or Units. However, where **The Vue at Celebration Pointe** residential community project has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Association to the Owners of the affected Single Family Attached Home Units

and all mortgagees of the Units as their interests appear. Under all circumstances the Association shall have the authority to act as the agent for all Owners of Single Family Attached Home Units for the purpose of compromising or settling insurance claims for damage to improvements within the Single Family Attached Home Units, the Single Family Attached Home Units themselves or the Common Property. In the event the cost of replacement, repair or rebuilding of improvements on the Common Property (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof may be assessed to all Unit Owners.

C. **Liability Insurance:** The Association shall also obtain full and complete public liability insurance covering all of the Common Property and insuring the Association and all of the Owners as its and their interests may appear in the minimum amounts of One Million (\$1,000,000.00) Dollars for injury to one (1) person, One Million (\$1,000,000.00) Dollars for injury to all persons arising out of a single incident, and One Hundred Thousand (\$100,000.00) Dollars for property damage.

ARTICLE XV

TERMINATION OF THE VUE AT CELEBRATION POINTE RESIDENTIAL COMMUNITY PROJECT

A. **Termination and Abandonment Due to Loss or Consent of Members:** At any time when there has been total loss of the Units and the improvements on the Common Property, and the Members, by majority vote to abandon the community project, said project shall be abandoned. Additionally, at any time upon the written unanimous consent of all Members and all holder of first mortgage liens on any Units, the community project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred, provided that The Property that is surveyed Common Property is conveyed to and accepted by Alachua County authorities or another appropriate public agency.

B. **Evidence of Termination and Abandonment:** As evidence of the Members' resolution to abandon, passed by the required vote or written consent of the Members, the president and secretary of the Association shall effect and place in the Public Records of Alachua County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and shall also record the written consent to such abandonment, if any, of the holders of all institutional first mortgages. After such an affidavit has been recorded and the Property conveyed as set forth above, the title to the Property thereafter shall be free and clear from all of the Covenants and Restrictions, reservations, conditions and easements of every kind and sort set forth in this Declaration, and the purchaser and subsequent grantees of any of the Property

shall receive title to said lands free and clear thereof. Provided, however, that the rights of Alachua County under its Zoning and Development Code shall still apply to the Property if such zoning classification still applies thereto.

ARTICLE XVI

AMENDMENTS AND MODIFICATIONS

A. **Amendment**: The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended as follows:

1. **Amendments by Declarant**: Prior to the time the Declarant has sold and conveyed the last Lot located within the Property, the Declarant reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and of curing any defects, omissions or any scrivener's errors; (ii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; (iii) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building setback lines) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. In addition, Declarant reserves the right to amend the recorded plat of the Property or the plats for any amended properties comprising The Vue at Celebration Pointe, and to change

the designation of Single Family Residential Attached Lots from Lots upon what could be constructed Single Family Attached Home Units, to lots upon which would be constructed Single Family Detached Home Units. Such amendments shall not materially impair or prejudice the rights or priorities of any Owner, including the Declarant, or any institutional Mortgagee.

2. Amendments by Owners: Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provision, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least sixty (60%) percent of the Lots in **The Vue at Celebration Pointe**, which are subject to the terms of this Declaration or any Supplementary Declaration, may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Alachua County, Florida, or Owners may propose amendments in whole or in part as set forth in the following subparagraph; provided, however, that for so long as the Declarant shall own any Lots subject to this Declaration for sale in the ordinary course of business, any such amendment shall require the approval and joinder of the Declarant in order to become effective.

A proposed amendment may be instituted by the Declarant, the Association or by petition signed by the Owners of thirty percent (30%) of the Lots. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The

amendment, if passed by a majority vote of a quorum in attendance, shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the Public Records of Alachua County, Florida. For purposes of this provision a "quorum" shall mean Lot Owners, including the Declarant, who own at least fifty (50%) percent of the Lots comprising **The Vue at Celebration Pointe**.

Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Alachua County, Florida.

B. **Annexation:**

1. Additional residential property and Common Property, other than that described in subparagraph 2 below, may be annexed to The Property with the consent of two-thirds ($\frac{2}{3}$) of each class of Members; and
2. Additional land adjacent and contiguous to the Property may be annexed by the Declarant without the consent of Members so long as Declarant is a Class B Member of the Association. Upon annexation of such

additional land, the Owners of developed Lots within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to the Association rules, regulations and Bylaws in the same manner and with the same effect of the original Lot/Unit Owners. When land is annexed, the Declarant shall file a Supplementary Declaration among the Public Records of Alachua County, Florida, which Supplementary Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Notwithstanding any other provision of this Declaration to the contrary, the Supplementary Declaration adding such annexed lands shall not be required to be executed by any existing Owners other than Declarant.

C. **Right of Association to Merge:** The Association retains the right to merge with any other homeowners' association. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Alachua County, which Amendment shall set forth a legal description of the Property

to which this Declaration, as amended shall apply. The Amendment shall further have attached to it a resolution of the Association and the homeowners' association with which a merger is to take place, and such resolution shall be certified by the corporate Secretary thereof and shall state that:

1. A meeting of the homeowners' association was held in accordance with its Bylaws; and
2. A two-thirds ($\frac{2}{3}$) vote of all classes of Members approved the merger. The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

ARTICLE XVII

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants or Restrictions, it shall be lawful for the Declarant or the Association (i) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Restrictions, or (ii) to maintain a proceeding in a court of competent jurisdiction against those so violating or attempting to violate any such Covenants or Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. The failure of the Declarant, its

successors or assigns or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event the Declarant or the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Owner/Member shall be responsible for all costs and expenses incurred or paid by the Declarant or the Association in the prosecution of such proceeding, including reasonable attorney fees, and the Declarant or Association shall be entitled to place a lien upon the property owned by such Owner/Member and enforce said lien, all as provided in Article VIII hereof to secure payment of such sums, if the Owner/Member fails to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XVIII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of the Common Property; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners, and, if unpaid, shall become liens

on individual Lots subject to enforcement as provided in Article VIII of this Declaration.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. **Limited Common Property:** There may be Limited Common Property appurtenant to some of the Single Family Attached Home Units, such as, but not limited to, patios, hot tubs, pools, balconies, roofs/overhangs, decks, driveways and porches, heating and air conditioning equipment, and attached or detached storage areas, all of which have been constructed by the Declarant or the Declarant's designated contractor before conveyance of the Unit to which they are appurtenant has been made. This Limited Common Property is reserved for the use of the Units appurtenant thereto to the exclusion of other Lots/Units, and there shall pass with a Single Family Attached Home Unit as appurtenant thereto, the exclusive right to use such Limited Common Property. Expenses of maintenance and repair of such Limited Common Property shall be borne by the Owner of the Lot/Unit to which it is appurtenant, and the Owner will indemnify the Association against any loss or damage associated with the Lot/Unit Owner's use of the Limited Common Property adjacent to his Unit. Further, the Owner shall provide proof of public liability insurance with limits acceptable to the Association reflecting the Association as an additional insured party.

B. **Additional Covenants and Restrictions:** No Unit Owner, other than the Declarant, without the prior written approval of the Declarant or of the Association, once the turnover to it has occurred, may impose any additional Covenants and Restrictions upon any Lot.

C. **Invalidation:** The invalidation of any provision or provisions of the Covenants and Restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

D. **Section Headings:** The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

E. **Construction and Interpretation:** The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

The property within The Vue at Celebration Pointe is subject to the jurisdiction of a community development district. A community development district ("Community Development District") is a special taxing district established pursuant to Florida Statutes Chapter 190, that may issue bonds to provide financing

for roads, sewer and stormwater management facilities, and other infrastructure and improvements made by the district for the benefit of the property within the district. A COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY WITHIN ITS JURISDICTION. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS, ASSESSMENTS LEVIED BY THE ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION, AND ALL OTHER TAXES WILL CONSTITUTE A LIEN ON THE PROPERTY AGAINST WHICH THEY ARE ASSESSED AND SUCH LIEN MAY BE FORECLOSED IN THE MANNER PROVIDED BY FLORIDA LAW.

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IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

DECLARANT:

CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company
By: SHD-CELEBRATION POINTE, LLC, its General Partner,

By: _____
Svein H. Dyrkolbotn,
its Manager

Printed name of witness signing above

Printed name of witness signing above

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Protective Covenants and Restrictions for CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company was acknowledged before me this _____ day of _____, 2018, by **SVEIN H. DYRKOLBOTN**, as Manager of SHD-CELEBRATION POINTE, LLC, the Manager of CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company. He is personally known to me; or has produced:

(If not personally known, check applicable box)

- Driver's License issued within five (5) years from date; or
- Other: _____ as identification.

Notary Public

Printed name of Notary signing above
Name, Commission Number, and
Expiration Date together with
Seal below: