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 ARMANDO RAMIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
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Prepared by/Record and return to:

David Weekley Homes  
 Attn: Richard K. Anderson  
 1111 N. Post Oak Road  
 Houston, Texas 77055

THIS SPACE FOR RECORDER'S USE

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CELEBRATION RESIDENTIAL PROPERTIES

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is made this 25<sup>th</sup> day of November, 2013, by THE CELEBRATION COMPANY, a Florida corporation ("Declarant" or "TCC") with the joinder and consent of CND CELEBRATION, LLC, a Texas limited liability company ("Owner"), WEEKLEY HOMES, LLC, a Delaware limited liability company ("Builder") and THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, on December 19, 1995, TCC executed that certain Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties which was recorded in Official Records Book 1298, Page 1889, et seq. of the Public Records of Osceola County, Florida which after numerous amendments was subsequently amended, restated, replaced and superseded in its entirety by that certain Restatement of Amended and Restated Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties dated July 5, 2011 and recorded July 11, 2011 in Official Records Book 04150, Page 2350, of the Public Records of Osceola County, Florida, as now or hereafter amended (the "Master Declaration"); and

WHEREAS, on June 15, 2012, TCC executed that certain Declaration of Covenants, Conditions, and Restrictions and Obligations which was recorded in Official Records Book 4327, Page 1694, et seq. of the Public Records of Osceola County, Florida, (the "Parcel Declaration") imposing the covenants, conditions, restrictions and obligations set forth therein upon the property described on Exhibit "A" attached hereto (the "Property") as a covenant running with title to the Property, such that from and after the date of recording the Parcel Declaration, the Property would be held, sold, used and conveyed subject to the Parcel Declaration, which would be binding upon Owner and Builder and each and every successor-in-title to Owner's and Builder's fee simple interests in the Property (and each and every portion thereof); and

WHEREAS, the Parcel Declaration contemplated that this Supplemental Declaration be filed against the Property in such form and content as required and approved by TCC and the Association, for the purpose of, among other things, submitting the Property to the Master Declaration; and

WHEREAS, TCC, Owner and Builder have decided to impose certain use easements and covenants upon the Single Family Residential Units (as defined in the Parcel Declaration) to be situated upon the Property in addition to those contained in the Parcel Declaration. (For purposes of this Supplemental Declaration the Single Family Residential Units may be referred to herein as the "Units" and the single family residence situated on the Unit may be referred to as a "SFR").

NOW THEREFORE, pursuant to the powers retained by TCC, TCC with the joinder and consent of Owner, Builder and the Association hereby subjects the Units to the provisions of the Master

Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Parcel Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration, the Master Declaration and the Parcel Declaration, all of which shall run with the title to the Units and shall be binding upon all persons having any right, title, or any interest in the Units, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Owner, Builder and the Association.

ARTICLE I  
Definitions; Unit Compliance

The definitions set forth in Article I of the Parcel Declaration and those contained in the Master Declaration are incorporated herein by reference. Pursuant to the definition of "Maximum Permitted Units" set forth in Section 1.1.27 of the Parcel Declaration, Builder may construct any combination of Single Family Units and Multi-Family Units on the Property provided no more than two hundred (200) Single Family Units may be constructed on the Property. Builder has elected to construct one hundred fifty two (152) Single Family Units and one hundred nine (109) Multi-Family Units on the Property which converts to less than forty eight (48) Single Family Units, resulting in a total of no more than two hundred Single Family Units on the Property.

ARTICLE II  
Service Area Designation

2.1 Service Area Designation/Assignment. Pursuant to Section 3.2 of the Master Declaration, Owner and Builder, as owners of 100% of the Units, and TCC hereby designate the Units as being within a new Service Area to be known as SPRING LAKE AT CELEBRATION B (the "**New Service Area**"). The Association accepts the responsibility for the maintenance of the New Service Area in accordance with the terms of this Supplemental Declaration.

ARTICLE III  
Maintenance, Insurance and Easements

3.1 Maintenance Responsibilities. Pursuant to authority granted in the Master Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of Units within the New Service Area, the following:

- (a) maintenance, including mowing, fertilizing, water monitoring, mulching, insect and disease control, pruning, and replacement as necessary, of all lawns and landscaping installed as part of the initial construction of the Units and any replacements thereof; and
- (b) maintenance, including mowing, fertilizing, water monitoring, insect and disease control, pruning and replacement as necessary, of all lawns and landscaping on all property adjacent to the Units for which the Owners of the Units would otherwise be responsible pursuant to the first paragraph of Section 6.1 of the Master Declaration; and
- (c) maintaining, repairing and replacing, as necessary, the irrigation system (including, any sprinklers and water lines, wherever located) serving those portions of the Units and property adjacent to the Units for which the Association is responsible pursuant to Section 3.1(a) and (b) above, which areas may be irrigated through a master system and controllers operated by the Association or by individual controllers, except that the

Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Unit after initial construction.

Notwithstanding the above, the Association's responsibilities pursuant to Sections 3.1(b) and (c) above shall not commence with respect to all Units, as to each item which is to be the Association's maintenance responsibility hereunder, until (i) the construction or installation of such item is complete; (ii) the Association has been notified in writing and given at least ten (10) business days from the date of receipt of such notice to inspect the item to verify that it is complete and free from material defects; and (iii) the Association has either indicated its acceptance of maintenance responsibility for each such item in writing or failed to notify Builder in writing within such ten (10) business day period of its rejection of such item and the reasons for such rejection, in which case it shall be deemed to have accepted the item. If the Association notifies of its rejection of any item within such ten (10) business day period, the item shall be deemed incomplete and the process shall be repeated until the item is accepted or deemed accepted. The Association shall not reject an item unless it determines, in good faith, that there are material defects in the construction or installation of the item or that it has not been completed in all material respects in accordance with the plans approved by TCC.

Further, the Association's responsibilities with respect to a particular Unit shall not commence, until: (a) completion of construction of a SFR and all related improvements thereon; (b) issuance of a certificate of occupancy for such SFR and related improvements by Osceola County, Florida; (c) written notice to the Association giving the Association at least ten (10) business days from the receipt of such notice to inspect the improvements to verify that those elements which are to be the Association's responsibility hereunder are complete and free from material defects; and (d) the Association has either indicated its acceptance of maintenance responsibility for such Unit in writing or failed to notify the responsible builder/developer in writing within such ten (10) business day period of its rejection of such Unit and the reasons for such rejection, in which case it shall be deemed to have accepted the improvements of the Unit. If the Association notifies the responsible builder/developer of its rejection of the improvements to any Unit, within such ten (10) business day period, the improvements shall be deemed incomplete and the process shall be repeated until the Unit is accepted or deemed accepted. The Association shall not reject any Unit unless it determines, in good faith, that there are material defects in the construction or installation of the elements which are to be the Association's maintenance responsibility or that such elements have not been completed in all material respects in accordance with the plans approved by TCC.

Any dispute between the Association and any builder/developer relation to the status of completion or acceptance shall be subject to the dispute resolution procedures set forth in the Master Declaration.

In conducting inspections hereunder, the Association is acting solely to protect its own interest and such right of inspection shall not create any duty to any purchaser or subsequent owner of any of the Units nor shall any such purchaser or owner have any right to rely upon the Association's inspection for any purpose.

Except as set forth above, maintenance of all portions of the Units, any landscaping or improvements installed by the Owners or occupants of any Unit shall be the responsibility of the respective Owners, as provided in Section 6.1 of the Master Declaration.

The Association shall not be responsible for any maintenance, repairs, improvement, or modification added or made to any improvement after the conveyance of the Unit to the first Owner following completion of construction of the dwelling thereon by the builder.

All maintenance on Units shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.2 Costs. Notwithstanding any contrary provision in the Master Declaration or the Parcel Declaration, the cost of all maintenance, repairs and replacements performed by the Association hereunder, shall be allocated equally among the Units as a Service Area Assessment pursuant to Chapter 12 of the Master Declaration.

3.3 Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Units for the purpose of performing its responsibilities hereunder and under the Master Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

3.4 Easement of Irrigation Equipment. The Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Unit, except any area upon which structures have been erected and any fenced or enclosed area, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Units and/or property adjacent to the Units for which the Owners of the Additional Units would otherwise be responsible under Section 6.1 of the Master Declaration.

3.5 Insurance on Units. Each Owner of a Unit shall be responsible for securing and maintaining property and liability insurance for his or her Unit. The Association is under no obligation to provide any type of insurance coverage to any Unit located on the Property.

#### ARTICLE IV Amendments

4.1 By The Celebration Company. TCC may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency, provided such amendment does not adversely affect the title to any Unit without the Owner's written consent. TCC may also unilaterally amend this Supplemental Declaration at any time for the purpose of submitting additional property to the terms hereof or revising the description of property on Exhibit "A" to reflect revisions to recorded plats, or to redesignate Service Areas or Neighborhoods.

4.2 By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of the Units, the written consent of the Association acting upon resolution of its Board of Directors, and, if the vote is during the Development and Sale Period, the consent of TCC. No amendment shall be inconsistent with the Master Declaration. If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of TCC without its written consent or the written consent of TCC's assignee of such right or privilege.

ARTICLE V  
Use Easements on Units

5.1 General Description of Use Easements. Each Unit may be benefited, and/or be burdened and/or be neither benefited nor burdened, by a Use Easement. A Unit that contains a Use Easement will be burdened by such a Use Easement as provided in this Article ("Burdened Unit"). As to a Unit that is adjacent to a Use Easement and Burdened Unit ("Benefited Unit"), the parties hereto intend to expand the general area for use and enjoyment of such Benefited Unit by providing such Use Easement, so that the useable area of such Benefited Unit will essentially be expanded to include the area of such Use Easement. As a result, each Benefited Unit will have an expanded use area for its general use, enjoyment, and improvement, all as provided in this Article.

5.2 Grant and Reservation of Use Easements. Owner grants (which shall be effective, as to each Unit, as provided in the next sentence), a perpetual, exclusive (except as otherwise provided in this Article) easement, on, over, under and across each Use Easement situated on a Burdened Unit for the benefit of the Benefited Unit that is adjacent to such Use Easement. Each Use Easement that is listed on the attached Exhibit B shall be effective, whether such Unit is a Burdened Unit or a Benefited Unit, upon issuance of a certificate of occupancy on the SFR on such Unit and upon issuance of a certificate of occupancy on a SFR on the adjacent Unit that shares a Use Easement with the first Unit mentioned in this sentence. The listing provided on the attached Exhibit B and the Use Easement shown on the attached Exhibit C, constitute the present plans for the Units, but Builder may, upon acquisition of title to Units, change any of such designations as to Units owned by Builder which are listed on the attached Exhibit B and/or shown on the attached Exhibit C. Notwithstanding the foregoing, as to any Units owned by Builder, Builder may add, remove, or otherwise change any Use Easement or the designations of Benefited Unit or Burdened Unit, including those listed on the attached Exhibit B and/or shown on the attached Exhibit B and/or shown on the attached Exhibit C. Without limiting or restricting the authority granted to Builder in the preceding sentence: Builder may attach to each deed whereby Builder conveys a Burdened Unit, a drawing, plot plan or survey which shows the Unit which is being conveyed thereby and the use Easement Premises located thereon, if any, and the designation of the Burdened Unit and the Benefited Unit; or Builder may record a separate plot plan or survey of one (1) or more Units which shows thereon one (1) or more Use Easement. Failure of Builder to record any such document, plot plan, or survey, or failure of Builder to designate Units as Benefited Units or Burdened Units prior to conveyance to another Owner shall not terminate or negate the designation of the Use Easements listed on the attached Exhibit B and shown on the attached Exhibit C.

5.3 Use of Use Easement. The Owner of the Benefited Unit that is immediately adjacent to a Use Easement, and also the family members, tenants, guests and invitees of such Owner, shall have the right to use the adjacent Use Easement in a manner that is consistent with this Supplemental Declaration, to the exclusion of the owner of the Burdened Unit on which such Use Easement is located, except as otherwise provided in this Article. Subject to compliance with all terms and provisions of the Master Declaration, including obtaining the prior written approvals that may be required therein (i.e. landscaping or improvements) each Use Easement may be used as a general recreational, picnic, social and garden area, as though such Use Easement was owned by the Owner of the Benefited Unit, with a right to use such Use Easement; provided that such Use Easement shall not be used in any manner to unreasonably disturb the Owner of the Burdened Unit on which such Use Easement is located or such Owner's family members, tenants, guests and invitees, nothing shall be attached to the exterior wall of the SFR on such Burdened Unit, and any improvements in a Use Easement shall not be enclosed, have solid cover, or violate such Burdened Unit's home warranty. However, use of a Use Easement is subject to this Article and the other provisions of this Supplemental Declaration; the Owner of the Benefited Unit which has a right to use such Use Easement shall not plant flower beds (especially annuals), vegetable gardens, other

landscaping which requires regular watering, or locate piping or heads for sprinkler systems, within 3.1' of the foundation of the SFR or within 3.1' of any slab on or adjacent to a Use Easement; and if evergreen shrubbery is located within 3.1' of any foundation wall or slab on or adjacent to a Use Easement, then the Owner of the Benefited Unit with the right to use such Use Easement shall water such shrubbery by "controlled hand-watering" only, and should avoid excessive watering.

5.4 Right of Entry. The Owner of each Burdened Unit shall have the right, at all reasonable times, to enter upon the Use Easement located on such Burdened Unit, for the purpose of performing work related to maintenance of the SFR located on such Burdened Unit.

5.5 Right of Drainage. Each Burdened Unit shall have the right of drainage over, across and upon the Use Easement that is located on such Burdened Unit, for normal precipitation upon and irrigation of such Burdened Unit, as long as such is done in accordance with the approved drainage plan, and the Owner of the Benefited Unit that is adjacent to such Use Easement shall not do or permit to be done any act which interferes with such drainage.

5.6 Right of Support. Each Burdened Unit shall have the right of lateral and subjacent support for the SFR and all improvements now or hereafter constructed upon such Burdened Unit, and no use of the Use Easement located thereon shall adversely affect such right of support.

5.7 Indemnity of Owner of Benefited Unit. The Owner of the Burdened Unit that contains a Use Easement, shall indemnify and hold harmless, the Owner of the Benefited Unit that is adjacent to such Use Easement, from damage to any improvements, shrubs, plants, flowers, vegetables, trees and other landscaping, to the extent the damages result from the right of access reserved to the Owner of such Burdened Unit.

5.8 Indemnity of Owner of Burdened Unit. The Owner of the Benefited Unit that is adjacent to a Use Easement, shall indemnify and hold harmless, the Owner of the Burdened Unit on which such Use Easement is located, from damage to any improvements now or hereafter constructed, located or erected on such Use Easement, and from any personal injury (including death), to the extent that any such damage or injury is caused by use of the Use Easement by the Owner of such Benefited Unit, or by such Owner's family members, tenants, guests and invitees. The Owner of such Benefited Unit shall acquire and keep in force adequate hazard and liability insurance covering such Use Easement.

5.9 Maintenance of Use Easement. The Owner of the Benefited Unit which has the right to use a Use Easement, shall, to the extent it is not the responsibility of the Association, be responsible for maintenance, repair and replacement of such Use Easement (regardless of whether or not there are any improvements on such Use Easement), and of all improvements that are located thereon by or for the benefit of such Benefited Unit, to the same extent as if such Use Easement was located on such Benefited Unit and owned by the Owner of such Benefited Unit. The foregoing obligation, to the extent applicable, shall include, weed control, watering of landscaping on the Use Easement and maintenance, repair and replacement of any improvements located on such Use Easement.

5.10 Burdened Unit Owner's Right to Maintain Use Easement Premises. If any Owner of a Benefited Unit that has the right to use a Use Easement, shall fail to perform his maintenance, repair and/or reconstruction obligations in a manner reasonably satisfactory to any Owner of the Burdened Unit on which such Use Easement is located, any Owner of such Burdened Unit may, if said failure continues for a twenty (20) day period after written notice by the Owner of such Burdened Unit to the Owner of such Benefited Unit, enter upon said Use Easement subsequent to the expiration of said twenty (20) day period to perform any or all of such maintenance, repair or reconstruction. Notwithstanding the foregoing, no notice shall be required in emergency situations. The cost of such maintenance, repair or

reconstruction shall be the personal obligation of the Owner of the Benefited Unit that has the right to use such Use Easement, and is transferable to the Association so that such amount(s) shall be subject to all of the terms and provisions applicable to "Assessments" as provided in Chapter 12 of the Master Declaration (Association Finances) including interest, late charges and lien rights.

ARTICLE VI  
Restrictions

6.1 General Plan. It is the intention of TCC, Owner and Builder to establish and impose a general plan for the improvement, use and occupancy of the Community. Through this Supplement, each Owner by accepting title to a Unit within the Property agrees to be bound by the restrictions of the Master Declaration and any rules and regulations adopted by the Association governing the Owner's use of his or her Unit.

ARTICLE VII  
Miscellaneous

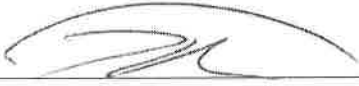
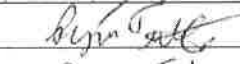
7.1 Single Family Residences. Each Unit designated for a SFR, may be improved with no more than one SFR and such accessory structures and improvements consistent with an SFR and such accessory structures and improvements consistent with a residential neighborhood (which may include a garage with additional living quarters, not to exceed one garage apartment) as may be permitted pursuant to the architectural controls described in the Master Declaration, the Parcel Declaration and in the deed conveying each Unit. Use of each such Unit shall be subject to the limitations on business use set forth in the Master Declaration and any existing use restrictions and rules.

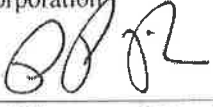
7.2 Conflicts with Other Declarations. Generally, the provisions of this Supplemental Declaration, the Master Declaration and the Parcel Declaration which address the same subject matter shall all apply to the extent such provisions do not directly contradict one another. In the event there is a direct contradiction in the provisions of this Supplemental Declaration, the Master Declaration and/or the Parcel Declaration, the most restrictive provisions shall control; provided, however, in the event that it cannot be reasonably determined which provisions are the most restrictive, the provisions of this Supplemental Declaration shall control, unless otherwise expressly provided herein

**IN WITNESS WHEREOF**, Declarant has caused this Supplemental Declaration to be executed and sealed by its duly authorized representatives, all effective as of the date set forth below (the "Effective Date").

Signed, sealed and delivered  
in the presence of:

**THE CELEBRATION COMPANY,**  
a Florida corporation

  
\_\_\_\_\_  
Henry J. Thrash (Print Name)  
  
\_\_\_\_\_  
Ryan Filip (Print Name)

By:   
\_\_\_\_\_  
Name: Page P. Pierce  
Title: Vice - President  
Date: 11/12/13

STATE OF FLORIDA     §  
                                  §  
COUNTY OF OSCEOLA   §

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2013, by Page P. Pierce, as Vice President of **THE CELEBRATION COMPANY**, a Florida corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC:

*Laura G Ekenazi* (Signature)  
Notary Public, State of Florida

Name of Notary Public typed, printed or stamped here:



(NOTARIAL SEAL)



**JOINDER AND CONSENT**

CND-CELEBRATION, LLC, a Texas limited liability company, as Owner of all of the Land described in Exhibit "A" of this Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties (this "**Supplemental Declaration**"), joins in the execution of this Supplemental Declaration for purposes of evidencing its consent and joinder to and confirmation of the agreement to encumber the Land with this Supplemental Declaration and the recording of this Supplemental Declaration in the Public Records of Osceola County, Florida.

**CND-CELEBRATION, LLC,**  
a Texas limited liability company

WITNESSES:

By: DM Weekley, Inc.,  
Its Manager

*A. Duff* (Signature)  
Arcia Duff (Print Name)  
*Laurne Lawrence* (Signature)  
Laurne Lawrence (Print Name)

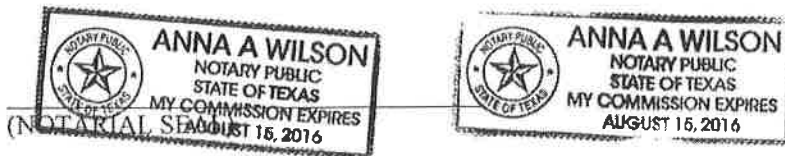
By: *[Signature]*  
Name: John Burchfield  
Title: General Counsel  
Date: 11.8.13

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS     §

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of NOVEMBER 2013, by JOHN BURCHFIELD as GENERAL COUNSEL of CND CELEBRATION, LLC, a Texas limited liability company, on behalf of said limited liability company. He/She personally appeared before me, is personally known to me.

NOTARY PUBLIC:  
*Anna A Wilson*  
Notary Public, State of Texas

Name of Notary Public typed, printed or stamped here:



**JOINER AND CONSENT**

**WEEKLY HOMES, LLC**, a Delaware limited liability company, as Builder under this Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties (this "**Supplemental Declaration**"), joins in the execution of this Supplemental Declaration for purposes of evidencing its consent and joinder to and confirmation of the agreement to encumber the Land with this Supplemental Declaration and the recording of this Supplemental Declaration in the Public Records of Osceola County, Florida.

WITNESSES:

**WEEKLEY HOMES, LLC**,  
a Delaware limited liability company

A. Doff (Signature)  
Arcia Duff (Print Name)  
J. Lawrence (Signature)  
Lawrence Lawrence (Print Name)

By: [Signature]  
Name: John Burchfield  
Title: General Counsel  
Date: 11.8.13

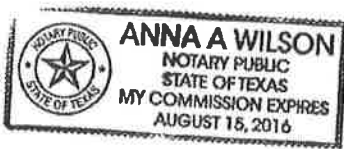
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of NOVEMBER, 2013, by JOHN BURCHFIELD, as GENERAL COUNSEL of **WEEKLEY HOMES, LLC**, a Delaware limited liability company, on behalf of said limited liability company. He/She personally appeared before me, is personally known to me.

NOTARY PUBLIC:  
Anna A Wilson  
Notary Public, State of Texas

Name of Notary Public typed, printed or stamped here:

\_\_\_\_\_  
(NOTARIAL SEAL)



**JOINDER AND CONSENT**

**THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, as the Association under this Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties (this "**Supplemental Declaration**"), joins in the execution of this Supplemental Declaration for purposes of evidencing its consent and joinder to and confirmation of the agreement to encumber the Land with this Supplemental Declaration and the recording of this Supplemental Declaration in the Public Records of Osceola County, Florida.

**THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation

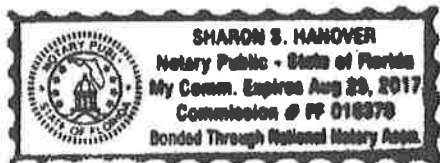
WITNESSES:

Lori Rocket (Signature)  
Lori Rocket (Print Name)  
Tara M. St (Signature)  
Teresa Flores-Sweet (Print Name)

By: [Signature]  
Name: ROBERT BISIENERE  
Title: PRESIDENT  
Date: NOVEMBER 20, 2013

STATE OF FLORIDA §  
COUNTY OF OSCEOLA §

The foregoing instrument was acknowledged before me this 20 day of NOVEMBER 2013, by ROBERT BISIENERE, as PRESIDENT of **THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of said non-profit corporation. He/She personally appeared before me, is personally known to me.



NOTARY PUBLIC:  
[Signature]  
Notary Public, State of Texas  
FLORIDA

Name of Notary Public typed, printed or stamped here:

(NOTARIAL SEAL)

**JOINDER AND CONSENT TO SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CELEBRATION RESIDENTIAL  
PROPERTIES**

**FIRST CONTINENTAL INVESTMENT COMPANY, LTD.**, defined as the "Mortgagee" in that certain Mortgage recorded as Document Number 2012090303 in Book 4283 at Page 2837 in the Official Records of Osceola County, Florida, (collectively, the "Loan Documents"), and being the owner and holder of an existing mortgage or lien upon and against among other things what is defined as the Property in the foregoing this Supplemental Declaration of Covenants, Conditions and Restrictions for Celebration Residential Properties (this "Supplemental Declaration"), hereby joins in the execution of, and consents to this Supplemental Declaration solely for purposes of consenting to the execution of this Supplemental Declaration by CND-CELEBRATION, LLC, a Texas limited liability company and hereby agrees and affirms that the lien of the Loan Documents and all related documents is and shall be inferior and subordinate to this Supplemental Declaration.

**IN WITNESS WHEREOF**, Mortgagee has caused this Joinder and Consent to be executed this 8th day of NOVEMBER, 2013.

Witnessed by:

First Continental Investment Co., Ltd.  
A Texas limited partnership

By: FCC Management Co., L.P.  
A Texas limited partnership and  
Its general partner

By: FCC Management Co. GP, L.L.C.  
A Texas limited liability company and Its  
general partner

*Enedina Reyna*  
Print Name: ENEDINA REYNA  
*Ginger Pawlak*  
Print Name: GINGER PAWLAK

By: *Todd Aiken*  
Print Name: TODD AIKEN  
Its: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS                   §  
COUNTY OF HARRIS           §

The foregoing Joinder and Consent was acknowledged before me this 8th day of NOVEMBER, 2013, by TODD AIKEN, as EXECUTIVE VICE PRESIDENT of FIRST CONTINENTAL INVESTMENT COMPANY, LTD on behalf of the same. He/She [] is personally known to me or [] has produced \_\_\_\_\_ as identification.



*Cynthia Gage*  
Notary Public  
Print Name: CYNTHIA GAGE  
My Commission Expires: 8/15/2014

# **EXHIBIT “A”**

## **Legal Description**

Lot 2, CELEBRATION SOUTH VILLAGE UNIT 4, according to the plat thereof recorded in Plat Book 11, Pages 71 through 85, inclusive, of the Public Records of Osceola County, Florida.

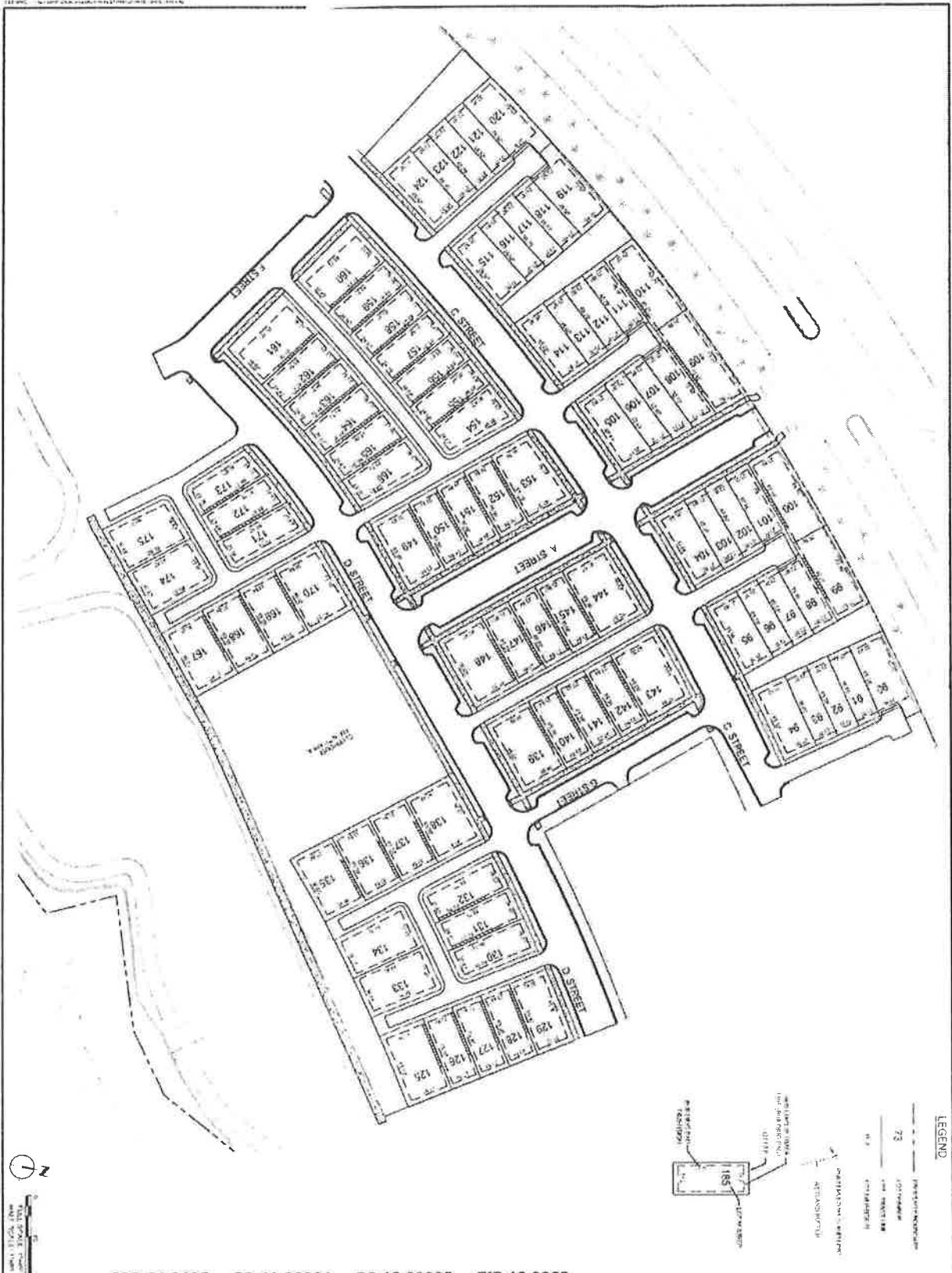
NOW REPLATTED AND KNOWN AS Celebration South Village Unit 4 Replat Number 1, according to the plat thereof, as recorded in Plat Book 22, Pages 89 through 100, Public Records of Osceola County, Florida.

**EXHIBIT B**  
**Listing of Benefitted and Burdened Lots**

**Phase One Use Easements - SFR**

<b>Burdened Lots</b>		<b>Benefitted Lots</b>	
Lot #	125	Lot #	126
Lot #	126	Lot #	127
Lot #	127	Lot #	128
Lot #	128	Lot #	129
Lot #	131	Lot #	130
Lot #	132	Lot #	131
Lot #	135	Lot #	136
Lot #	136	Lot #	137
Lot #	137	Lot #	138
Lot #	139	Lot #	140
Lot #	140	Lot #	141
Lot #	141	Lot #	142
Lot #	142	Lot #	143
Lot #	145	Lot #	144
Lot #	146	Lot #	145
Lot #	147	Lot #	146
Lot #	148	Lot #	147
Lot #	149	Lot #	150
Lot #	150	Lot #	151
Lot #	151	Lot #	152
Lot #	152	Lot #	153
Lot #	155	Lot #	154
Lot #	156	Lot #	155
Lot #	157	Lot #	156
Lot #	158	Lot #	157
Lot #	159	Lot #	158
Lot #	160	Lot #	159
Lot #	161	Lot #	162
Lot #	162	Lot #	163
Lot #	163	Lot #	164
Lot #	164	Lot #	165
Lot #	165	Lot #	166
Lot #	167	Lot #	168
Lot #	168	Lot #	169
Lot #	169	Lot #	170
Lot #	172	Lot #	171
Lot #	173	Lot #	172

# EXHIBIT C - USE EASEMENTS



CDP 01-0165 PD 12-00001 PS 12-00005 EIP 12-0062

C21-2 Δ	<b>ATKINS</b>	CND-CELEBRATION, L.L.C.	[REDACTED]	[REDACTED]	[REDACTED]
		SPRING LAKE AT CELEBRATION			
		PHASE 1 BUILDING PAD DEPTH AND WIDTH PLAN			