

**Prepared By and Return To:**  
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LARRY WHALEY  
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CLERK OF CIRCUIT COURT

4P

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**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
CELEBRATION RESIDENTIAL PROPERTIES**

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

WHEREAS, the members of the Celebration Residential Owners Association, Inc. community desire to make an Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions governing the community.

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

1. Chapter 19 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties is deleted in its entirety and shall be replaced with the following:

**Chapter 19. ENFORCEMENT:**

**19.1. Duty to Comply; Right to Sue.** Each Owner, occupant, tenant, guest, and invitee shall be governed by and shall comply with the provisions of the governing documents (as defined in the Declaration) and the rules and regulations of the Association. If any person should violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association or a Unit Owner to:

(a) Prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Restrictions; or

(b) Petition for mediation or other otherwise engage in alternative dispute resolution as provided for in Chapter 720, Florida Statutes; or

**DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE**

(c) Maintain a proceeding in any Court of competent jurisdiction against those so violating or attempting to violate these Covenants and Restrictions, or Rules and Regulations, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained herein shall be construed as cumulative of all other remedies now or hereinafter provided by law.

**19.2. Waiver of Rights.** The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

**19.3. Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of an Owner or their guest's, tenant's, occupant's, or invitee's failure to comply with the requirements of Florida Law, the governing documents, or the Association's Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, including costs and reasonable attorneys' fees upon appeal. All such expenses of the Association, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed as a Specific Assessment against the Owner for their or their occupant's, tenant's, guest's, or invitee's non-compliance and shall be added to and deemed part of the Owner's respective assessments upon their Unit and all additions and improvements thereto, and upon all personal property thereon to the same extent as a lien provided to secure payment of assessments in Chapter 12.

**19.4. Fines.** In addition to all other remedies, the Association may impose a fine or fines as set forth in Chapter 8 and the By-Laws upon an Owner, resident, occupant, invitee, or guest for failure to comply with the governing documents, or any rule or regulation promulgated by the Association hereunder.

**19.5. No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owners under the law and the documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**19.6. Initiation of Litigation by Association.** In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Voting Members entitled to cast 75% of the total votes in the Association. A Voting Member representing Units owned by Persons other than himself or herself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding at least 75% of the total votes attributable to Units in the Neighborhood represented by the Voting Member. No such approval shall be required for actions or proceedings:

(a) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(b) initiated to challenge ad valorem taxation or condemnation proceedings;

(c) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(d) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

**2. Exhibit "D" to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties concerning Rules of Arbitration is deleted in its entirety.**

**3. The Section entitled "Chapter 19" in the Table of Content of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties is deleted in its entirety and shall be replaced with the following:**

<b>Chapter</b>	<b>19</b>
<b>Litigation.....</b>	<b>91</b>
19.1. Duty to Comply; Right to Sue.	
19.2. Waiver of Rights.	
19.3. Attorneys' Fees.	
19.4. Fines.	
19.5. No Election of Remedies.	
19.6. Initiation of Litigation by Association.	

**CERTIFICATE OF AMENDMENT**

I hereby certify that this Amendment was duly adopted by the membership on the

11 day of July, 2005.

**CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**

Witnesses:

[Signature]  
Witness Signature

Print Name: Amy S. Worsworthy

[Signature]  
Witness Signature

Print Name: SHARON S. HANOVER

By: [Signature]  
President  
Print Name: LEE MOORE  
Address: c/o Town Hall at Celebration  
690 Celebration Ave.  
Celebration, FL 34747

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2005, by Lee Moore as President of Celebration Residential Owners Association, Inc., who is personally known to me or has produced FR Dlic as identification.

[Signature]  
Notary Signature  
Printed Name:  
Commission #  
My Commission Expires:

