

Celebration Community Development District
Rule Governing Road Parkway/Verge Area Maintenance

Law Implemented: ss. 120.69, 190.011, 190.012, Florida Statutes, (2022)

Effective Date: May 23, 2023

In accordance with Chapters 190 and 120, Florida Statutes, and on April 25, 2023, at a duly noticed public meeting and after a duly noticed public hearing, which was continued to May 23, 2023, the Board of Supervisors of the Celebration Community Development District adopted the following rules/policies to govern the maintenance and operation of the Road Parkway/Verge. Any and all prior rules/policies of the District governing this subject matter are hereby rescinded.

1. **INTRODUCTION & FINDINGS.** This Rule Governing Road Parkway/Verge Area Maintenance (“**Rule**”) addresses the installation, maintenance, repair, replacement and removal of improvements such as grass, landscaping, irrigation and other improvements (together, “**Improvements**”) within the Road Parkway/Verge, as defined herein. The following findings are made and determined, and incorporated herein as the factual basis for this Rule:

a. The Celebration Community Development District (“**District**”) is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“**Act**”), by Chapter 42Q-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission effective March 29, 1994.

b. Pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roadway systems and related improvements.

c. Section 190.012(3), Florida Statutes, specifically provides the District with the authority to:

“adopt and enforce appropriate rules following the procedures of Chapter 120, in connection with the provision of one or more services through its systems and facilities;” and

d. The District constructed certain public rights-of-way and conveyed the asphalt roadbed area only (“**curb-to-curb**”) to Osceola County; the District owns the lawn area (from curb to sidewalk) and the sidewalks (“**District Rights-of-Way**”) adjacent to the lots located within the community known as Celebration, and such District Rights-of-Way include the lawn area extending from the sidewalk edge closest to the road to the road curbs (“**Road Parkway/Verge**”).

e. In addition to the District, portions of the Celebration community are served by a variety of homeowners associations, including, but not limited to, the Celebration Residential Owners Association, the Celebration Non-Residential Owners Association, a number of condominium associations and a number of sub-homeowners’ associations (together, “**Associations**”).

f. The Associations' declarations of covenants (together, “**Declarations**”) address the maintenance of the Road Parkway/Verge differently, with certain Declarations requiring the homeowner to maintain the Road Parkway/Verge and some requiring the Association to maintain the Road Parkway/Verge.

g. It is in the best interest of the District to establish a rule for addressing landscaping, trees, and other improvements within the Road Parkway/Verge that present a threat to the health, safety, or welfare of the District’s residents/landowners or the general public.

2. **EASEMENT.** Owners of individual lots and/or the Associations (as applicable, “**Responsible Party**”), as dictated by the applicable Declarations, are hereby granted the non-exclusive, revocable right to install, maintain, repair, replace, and remove improvements such as grass, landscaping, and other improvements (together “**Improvements**”) within the Roadway Parkway/Verge. The term “Improvements” shall not include trees, which are owned by the District. Responsible Parties are granted a non-exclusive revocable right to maintain, repair, and prune all trees in the Road Parkway/Verge, with the District retaining the right to install and remove any trees. Such grant of rights is subject to the following conditions:

a. The Responsible Party shall be fully responsible for the installation, maintenance, repair, replacement, and removal of the Improvements. The Responsible Party shall be fully responsible for the maintenance, repair, irrigation and pruning of trees within the Road Parkway/Verge. The Responsible Party shall be fully responsible for the replacement of sod and landscaping to any altered area(s) as a result of the installation, maintenance, repair, replacement, pruning and/or removal of the trees within the Road Parkway/Verge.

b. The Responsible Party shall be responsible for ensuring that the installation, maintenance, repair, replacement, and removal of the Improvements and the maintenance, repair and pruning of trees, are conducted in compliance with all applicable laws and Association requirements (including but not limited to the Declarations, building codes, set back requirements, etc.).

c. District, by adopting this Rule, does not represent that District has authority to provide all necessary approvals relating to the Improvements and trees. Instead, the Responsible Party shall be responsible for obtaining any and all Association approvals (including Architectural Review, where applicable), permits and other approvals relating to the work.

d. The Responsible Party shall ensure that the installation, maintenance, repair, replacement and removal of the Improvements and the maintenance, repair and pruning of trees, does not damage any property of the District or any third party’s property. In the event of any such damage, the Responsible Party shall immediately repair the damage or compensate the District for such repairs, at the District’s option.

e. Responsible Party’s exercise of rights hereunder shall not interfere with other existing rights (e.g., drainage easements, utility easements, etc.). It shall be the Responsible Party’s responsibility to locate and identify any and all such improvements and/or utilities.

f. Upon completion of the installation, the Improvements will be owned by the Responsible Party, subject to the provisions of this Rule. The Responsible Party shall be responsible for such Improvements, and agree to maintain the Improvements in good

condition and consistent with applicable law. Trees shall be owned by the District, but maintained, repaired and pruned by the Responsible Party. Trees may not be removed by the Responsible Party without the prior written consent of the District (or any Associations, as applicable).

g. Additionally, the Responsible Party shall keep the Road Parkway/Verge free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Responsible Party's exercise of rights under this Agreement, and the Responsible Party shall immediately discharge any such claim or lien.

3. **RESERVATIONS; ENFORCEMENT.**

a. The District hereby acknowledges its right, but not any obligation, to maintain the Road Parkway/Verge for the limited purpose of addressing any issues that, in the District's sole discretion, may endanger the health, safety or welfare of the District's residents/landowners or the general public. The District hereby adopts the Osceola County guidelines for tree-trimming heights over street and sidewalks. By its adoption of this Rule, the District shall not be obligated nor is it affirmatively agreeing to monitor or otherwise assess the condition of the Road Parkway/Verge. Any maintenance assumed by the District herein shall be undertaken on a case-by-case basis as the District is notified of any health, safety or welfare concern. Crepe myrtles may be pruned by the District in accordance with prudent industry standards.

b. Without notice, the District may maintain, repair, replace or remove, all or any portion or portions of the Improvements and/or trees, or otherwise take action, to address any issues within the Road Parkway/Verge that endanger the health, safety or welfare of the District's residents/landowners or the general public. In such case, the District is not obligated to re-install the Improvements, and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal or installation.

c. The District shall, in general, replace trees in the event of a storm or other Act of God. The District will not replace trees where the need for replacement is due to the Responsible Party's actions. The District may replace sod, as reasonably determined by the District, when it installs and removes trees, but shall not repair or replace any other landscaping or Improvements.

d. For any and each violation of this Rule, the District shall additionally have the right to impose a required reimbursement of costs not to exceed One Thousand Dollars and No Cents (\$1,000.00) per incident and collect such costs plus its attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law. Additionally, if any person is found to have committed any violation of this Rule, such person may additionally be subject to any applicable legal action, civil, or criminal in nature.

4. **INDEMNIFICATION.** The Responsible Party agrees to indemnify, defend, and hold harmless Osceola County and the District, as well as any officers, supervisors, managers, lawyers, engineers, agents, and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the rights granted hereunder.

5. **NOTICE.** This Rule, and all rights and obligations contained herein, shall run with the land and be deemed appurtenant to all lots adjoining the District Rights-of-Way. The District shall record a notice in the public records of Osceola County, Florida informing third parties of the existence of this Rule.

6. **SOVEREIGN IMMUNITY.** Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

8. **AMENDMENTS; WAIVERS.** The District in its sole discretion may amend or rescind this Rule, including any license or other rights granted hereunder, at any time and without further notice. Further, the District's Board by vote at a public meeting may elect in its sole discretion at any time to grant waivers to any of the provisions of this Rule on a case-by-case basis, and where doing so is in the best interest of the District.