

**Celebration Community Development District**  
***Rule Governing Installation of Root Barriers***

Law Implemented: ss. 120.69, 190.011, 190.012, *Florida Statutes* (2022)  
Effective Date: April 25, 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, the Board of Supervisors of the Celebration Community Development District (“District”) adopted the following rules/policies to govern the requirement for the installation of root barriers on trees adjacent to the Celebration Community Development District-owned sidewalks, alleys, and other hardscape for all new installation and replacement hardwood trees. Any and all prior rules/policies of the District governing this subject matter are hereby rescinded.**

---

1. **INTRODUCTION & FINDINGS.** This Rule Governing Installation of Root Barriers (“**Rule**”) addresses the requirement for the installation of root barriers on trees adjacent to the District’s sidewalks, alleys, and other hardscape for all new installations and replacements of hardwood trees (“**Root Barriers**”). The following findings are made and determined, and incorporated herein as the factual basis for this Rule:

a. The 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 landscaping, sidewalks, alley 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, *Florida Statutes*, 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 and trees (from curb to sidewalk, a/k/a the verge/parkway) and the sidewalks, alleys, and other hardscape within the District (“**District Hardscape**”).

e. Over the years, trees have been installed on lawns and in the verge/parkway areas without root barriers, and the tree roots are causing significant damage to District Hardscape, including uneven or irregular sidewalks, cracked asphalt, infrastructure and other damages, as well as an increase in personal injury cases related to alleged unsafe sidewalk or other conditions.

f. It is in the best interest of the District to establish a rule for requiring root barriers on all new hardwood tree installations and hardwood tree replacements to protect District Hardscape, to minimize future costs for maintenance and repair of District Hardscape, as well as to protect the safety of the Districts' residents/landowners or the general public.

2. **ROOT BARRIER REQUIREMENTS.** Owners of individual lots, condominium, and homeowner associations, commercial property owner associations, developers, builders, contractors, and any other persons installing or replacing hardwood trees adjacent to District Hardscape (as applicable, the "**Responsible Party**"), are hereby required to install root barriers on all hardwood trees which are being replaced or newly installed on any real property adjacent to District Hardscape. The term "root barriers" shall mean an underground wall placed to block plant and tree roots that may be made of plastic, corrugated fiberglass, metal or fabric; root barrier depth should be at least three (3) to five (5) feet deep, with the top of the root barrier flush with the sidewalk or other hardscape. The Responsible Party is subject to the following conditions:

a. The Responsible Party shall be fully responsible for the installation, maintenance, cost and replacement of the root barriers. 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 or replacement of the root barriers.

b. The Responsible Party shall be responsible for ensuring that the installation, maintenance, repair and/or replacement, of root barriers are conducted in compliance with all applicable laws, regulations, covenants, and codes.

c. The District, by adopting this Rule, does not represent that District has authority to provide all necessary approvals relating to the installation of root barriers. The Responsible Party is obligated to obtain any and all Association approvals (including Architectural Review, where applicable), permits, and other approvals relating to the root barriers and any related tree installation or replacement.

d. The Responsible Party shall ensure that the installation of root barriers 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). It shall be the Responsible Party's responsibility to locate and identify any and all such improvements and/or utilities.

f. Additionally, the Responsible Party shall keep the District Hardscape, the verge/parkway, and all District property 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. **ENFORCEMENT.** For any and each violation of this Rule, the District shall additionally have the right to impose a fine of up to the amount of One Thousand Dollars and No Cents (\$1,000.00) and collect such fine 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.