

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**

**EXHIBIT "A"**

**R22994/354349**

1. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B", dated July 20, 1995 and recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. ARTICLES OF INCORPORATION OF REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC., dated April 12, 1996, unrecorded and filed with the State on April 22, 1996.
3. BYLAWS OF REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC., dated April 12, 1996, unrecorded and unsigned.
4. AMENDED AND RESTATED BYLAWS OF REMINGTON MASTER HOMEOWNERS ASSOCIATION TRACT 1-B, dated July 5, 2012 and recorded at Official Records Book 4295, Page 2379, Public Records of Osceola County, Florida on July 12, 2012.
5. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C", dated April 16, 1997 and recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
6. ARTICLES OF INCORPORATION OF REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC., dated April 16, 1997, filed with the State on April 18, 1997 and recorded at Official Records Book 1399, Page 2380, Public Records of Osceola County, Florida on May 8, 1997 as part of the Declaration.
7. BYLAWS OF REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC., dated April 1997 and recorded at Official Records Book 1399, Page 2363, Public Records of Osceola County, Florida on May 8, 1997 as part of the Declaration.
8. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D", dated July 25, 1995 and recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E", dated July 25, 1995 and recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
10. ARTICLES OF INCORPORATION OF REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC., dated April 12, 1996 and filed with the State on April 22, 1996.
11. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F", dated July 25, 1995 and recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.

12. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G, dated October 12, 1998 and recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.
13. ARTICLES OF INCORPORATION OF REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC., dated August 31, 1998, filed with the State on September 16, 1998 and recorded at Official Records Book 1542, Page 1345, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "B" to the Declaration.
14. BYLAWS OF REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC., undated, unsigned and recorded at Official Records Book 1542, Page 1345, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "C" to the Declaration.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H, dated October 12, 1998 and recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H, dated October 9, 2000 and recorded at Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
17. ARTICLES OF INCORPORATION OF REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC., dated August 31, 1998, filed with the State on September 16, 1998 and recorded at Official Records Book 1542, Page 1441, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "B" to the Declaration.
18. BYLAWS OF REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC., undated, unsigned and recorded at Official Records Book 1542, Page 1446, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "C" to the Declaration.
19. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I, dated August 31, 2008 and recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.
20. ARTICLES OF INCORPORATION OF REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., dated August 31, 1998, filed with the State on September 16, 1998 and recorded at Official Records Book 1542, Page 1530, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "B" to the Declaration.
21. BYLAWS OF REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., undated, unsigned and recorded at Official Records Book 1542, Page 1535, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "C" to the Declaration.
22. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J, dated October 12, 1998 and recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
23. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION), dated October 9, 2000 and recorded at Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.

24. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION), dated August 5, 2002 and recorded at Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
25. ARTICLES OF INCORPORATION OF REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., dated August 31, 1998, filed with the State on September 16, 1998 and recorded at Official Records Book 1542, Page 1587, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "B" to the Declaration.
26. BYLAWS OF REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., undated, unsigned and recorded at Official Records Book 1542, Page 1592, Public Records of Osceola County, Florida on October 12, 1998 as Exhibit "C" to the Declaration.
27. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLES LANDING (REMINGTON PARCEL "L"), dated April 2, 2004 and recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
28. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, dated August 3, 2004 and recorded in Official Records Book 2573, Page 1830 of the Public Records of Osceola County, Florida on August 4, 2004.
29. CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, dated April 7, 2005 and recorded at Official Records Book 2762, Page 1762, Public Records of Osceola County, Florida on April 22, 2005.
30. ARTICLES OF INCORPORATION OF SOMERSET AT REMINGTON HOMEOWNERS ASSOCIATION, INC., dated August 23, 2004 and filed with the State on August 26, 2004.
31. BYLAWS OF SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., dated August 3, 2004 and recorded at Official Records Book 2573, Page 1861, Public Records of Osceola County, Florida on August 4, 2004.
32. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL M, dated September 10, 2003 and recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
33. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3, dated June 24, 2004 and recorded at Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
34. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O, dated October 14, 2004 and recorded at Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.
35. ARTICLES OF INCORPORATION OF REMINGTON PARCEL M HOMEOWNERS

ASSOCIATION, INC., dated September 10, 2003, filed with the State on September 15, 2003 and recorded at Official Records Book 2371, Page 2756, Public Records of Osceola County, Florida on October 28, 2003 as part of the Declaration.

36. BYLAWS OF REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., dated September 16, 2003 and recorded at Official Records Book 2371, Page 2761, Public Records of Osceola County, Florida on October 28, 2003 as part of the Declaration.
37. ARTICLES OF MERGER OF REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.; REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC.; REMINGTON TRACT 1-D HOMEOWNERS ASSOCIATION, INC.; REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC.; REMINGTON TRACT 1-F HOMEOWNERS ASSOCIATION, INC.; REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.; REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.; REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.; AND REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., filed with the Florida Secretary of State on August 30, 2001 with Exhibit "A" (Plan of Merger) and Schedule "1A".
38. ARTICLES OF MERGER OF SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.; EAGLES LANDING HOMEOWNERS' ASSOCIATION, INC. AND REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.
39. ARTICLES OF MERGER OF REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. AND REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., filed with the State on September 6, 2006.
40. Remington Master Homeowners Association Rules and Regulations, Updated September, 2009.
41. Certificate of Amendment to Declaration of Protective Covenants and Restrictions of Remington dated September 3, 2015 and recorded at Official Records Book 4845, Page 1024, Public Records of Osceola County, Florida on September 22, 2015.
42. Certificate of Amendment to Declaration of Protective Covenants and Restrictions of Remington Architectural Planning Criteria dated September 3, 2015 and recorded at Official Records Book 4845, Page 1034, Public Records of Osceola County, Florida on September 22, 2015.
43. Certificate of Amendment to Declaration of Protective Covenants and Restrictions of Remington Architectural Planning Criteria dated March 7, 2019 and recorded at Official Records Book 5516, Page 2306, Public Records of Osceola County, Florida on May 1, 2019.
44. Certificate of Amendment to Declaration of Protective Covenants and Restrictions of Remington Architectural Planning Criteria dated March 7, 2019 and recorded at Official Records Book 5516, Page 2299, Public Records of Osceola County, Florida on May 1, 2019.
45. Certificate of Amendment to Declaration of Protective Covenants and Restrictions of Remington Architectural Planning Criteria dated March 7, 2019 and recorded at Official Records Book 5516, Page 2317, Public Records of Osceola County, Florida on May 1, 2019.

46. Remington Master Homeowners Association Architectural Planning Criteria for Somerset at Remington revised July 2015.

47. Remington Master Homeowners Association 2015 Rules and Regulations.

ACTIVE: 6574109\_1

RMH001 - Exhibit 1  
Rev. 10/22/2012 - ELP

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "B"

Plat Book 8, Page 141-142,  
Public Records of Osceola County, Florida

(Insert Plat Book and Page numbers prior  
to recording of this Declaration)

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789

GODBOLD

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "B"

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 20 day of July, 1995, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community with an entrance feature and certain common areas for the benefit of the community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER, or its assignee, will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. Assessment. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

Section 2. ASSOCIATION. "ASSOCIATION" shall mean the REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

Section 3. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 4. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 5. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the MEMBERS, specifically

including Parcels A, B, C and D as shown on the plat of Remington - Phase 1 Tract "B." The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS.

Section 6. Country Club. "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 8. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT B, and all amendments made to this instrument.

Section 9. DEVELOPER. "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 14. REMINGTON. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

Section 15. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 16. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole



proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 17. Property. "Property" shall mean and refer to REMINGTON - PHASE 1 TRACT B, according to the plat thereof recorded in the Public Records of Osceola County, Florida, as shown on the cover sheet of this Declaration.

Section 18. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 19. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. THE DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. The DEVELOPER may retain the legal title to any Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the ASSOCIATION is able to maintain the same.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) 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 determined by the ASSOCIATION.

Section 4. Parcels A, B, C, D and E. The following specific Parcels are designated on the recorded subdivision plat of the Property and shall be subject to the following terms and provisions:

(a) Parcels A and B. Parcels A and B are designated and considered to be Common Property under this Declaration, and are reserved for utilities, landscape, signage and open space and for golf cart crossings. Parcels A and B are to be owned and maintained by the ASSOCIATION. Further, easements over and across Parcels A and B are granted and reserved to and for the benefit of Remington Golf Course Partnership and its successors in interest as owners of the Country Club property as described in Article VIII of this Declaration, which easements shall be for the construction, installation, maintenance, repair and replacement of golf cart and pedestrian paths, irrigation, electric and communication lines, and other facilities and improvements related thereto. The foregoing grant and reservation of easements shall include the rights of ingress and egress over and across Parcels A and B for the benefit of the Country Club property and its owners, employees, guests, customers, contractors and invitees.

(b) Parcels C and D. Parcels C and D are designated and considered to be Common Property under this Declaration, and are reserved for landscape and open space. Parcels C and D are to be owned and maintained by the ASSOCIATION.

(c) Parcel E. Parcel E lands shown on the Plat of the Property comprise the streets and said Parcel E is reserved for ingress/egress and utilities for all of the Lots. Parcel E shall be owned and maintained by the Remington Community Development District.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

Section 3. Original and Annual Assessments

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be the sum of One Hundred and No/100 Dollars (\$100.00) and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the \$100.00 Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before April 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special

Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the

recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car

garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. If possible, the service door must face to either the side or the rear of the Lot. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.



(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

#### ARTICLE VII

#### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball

structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a slightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be

subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Commercial Uses and Nuisances. No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 21. Rentals. There shall be no "short term" rentals of dwellings or any improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

Section 22. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION. The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 24. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 25. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

Section 1. Description of Country Club. A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

Section 2. Ownership of Country Club. It is anticipated that the Country Club property initially shall be owned by Remington Golf Course Partnership, a Florida general partnership, which partnership also shall operate the golf course and other amenities on the Country Club property. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

Section 3. Country Club Easements. The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owners. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION,

and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought.

provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

#### ARTICLE X

##### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD,



Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a

result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: [Signature]  
John L. Webb, President

[Signature]

Print Name: DANIEL F. DELONG

[Signature]

Print Name: JOE B. TRAMELL

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

By: [Signature]  
Larry W. Lucas, President

[Signature]

Print Name: DANIEL F. DELONG

[Signature]

Print Name: JOE B. TRAMELL

2007

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 1995, by John L. Webb, as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 1995, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:



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COOPY

ARTICLES OF INCORPORATION  
OF  
REMINGTON TRACT 1-B  
HOMEOWNERS ASSOCIATION, INC.

FILED  
25 APR 22 2014  
CLERK OF COUNTY

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 545 Dolaney Avenue, Bldg. 6, Orlando, Florida 32806, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer

of title to said lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-

Interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.



11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 12<sup>th</sup> day of April, 1996.

Signed, sealed and delivered in the presence of:

*Ben R. Gidilla*  
*[Signature]*

*[Signature]*  
John L. Webb

STATE OF FLORIDA )  
COUNTY OF ORANGE ) SS:

12<sup>th</sup> of April, 1996,

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the Incorporator described in the foregoing Articles of Incorporation. He is

personally known to me or  
 has produced \_\_\_\_\_ as identification.

*Sarah Ann Gilman*  
Signature of Person Taking Acknowledgment

Print Name: SARAH ANN GILMAN

Title: Notary Public

Notary Stamp



REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



\_\_\_\_\_  
John L. Webb

Registered Agent

Date: 4-12-96

FILED  
APR 22 1996  
TALLAHASSEE, FLORIDA

**BYLAWS  
OF  
REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. Definitions. When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Phase 1 Tract B (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. Identity. These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 Office. The office of the Association shall be located at 545 Delaney Avenue, Bldg. 6, Orlando, FL 32806, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. Members.

3.1 Qualification. The members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however,

after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these

Bylaws.

5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and



until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;

(b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3)

members appointed by the Board of Directors. The Election Committee shall then:

- (a) establish that external envelopes were not previously opened or tampered with in any way;
- (b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;
- (c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and
- (d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of

the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7. Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist

in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. he shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and Lot identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. Fiscal Management. The provisions for fiscal management of the Association are governed by the following provisions:

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors,



there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien

may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principals; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4. Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

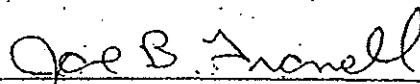
11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON TRACT I-B HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12<sup>th</sup> day of April, 1996.

APPROVED:



Name: JOHN L. WEBB  
Title: President



Name: JOE B. TRAMELL  
Title: Secretary

## EXHIBIT "A"

### PROPOSED AMENDMENTS TO THE BYLAWS OF REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.

Following are the proposed amendments to the title and various numbered sections of the BYLAWS OF REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC. Deletions are indicated by ~~strike through~~, additions are indicated by bold underline.

BYLAWS  
OF  
REMINGTON TRACT 1-B MASTER HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION

- 2.2 Fiscal Year. The fiscal year of the Association shall be 1 October through 30 September the calendar year.
- 4.3 Notice of All Meetings of Members. Written notice of a meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provide~~3d~~ not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: ~~(a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail.~~ Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.
- 4.4 Quorum. A quorum at Members' meetings shall consist of thirty five percent (30 5%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members as required by the Declaration, these Bylaws, the Articles, or by law. When a specified item business is required to be voted upon by a particular class of Members, if applicable, thirty five percent (30 5%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.
- 5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. ~~After such a time as the Developer no longer is entitled to~~

~~appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, t~~The established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

6.12 Power and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617 and Chapter 720 Florida Statutes, as same may be amended from time to time, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

8.1 Official Records. The Association shall maintain, as applicable, within the State of Florida, each of the following, which shall constitute the official records of the Association:

[There is no change to subparagraphs (a) through (j).]

9. Fiscal Management. The provisions for fiscal management of the Association are governed by the following provisions, as applicable:

[There is no change to subparagraphs 9.1, and 9.3 through 9.6.]

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance of each calendar fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of written request for such copy.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with Chapter 617 or Chapter 720, Florida Statutes, as same may be amended from time to time, or with the Declaration or Articles of Incorporation.

**RESOLUTION OF REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, various homeowners associations within the Remington subdivision were merged, with REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC. being the surviving corporation; and

WHEREAS, the name of the surviving corporation was changed to REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; and

WHEREAS, the BYLAWS of REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC. (hereinafter "BYLAWS") were the surviving BYLAWS, but have not been amended to reflect the surviving corporation, REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; and

WHEREAS, the Board of Directors of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. desire to amend the BYLAWS to reflect the surviving corporation and make other amendments; and

WHEREAS, Article 11 of the BYLAWS sets forth the amendment procedure for amending the BYLAWS.

**NOW THEREFORE BE IT RESOLVED:**

1. The proposed amendments to the BYLAWS are attached hereto as Exhibit "A".
2. The proposed amendments to the BYLAWS shall be submitted to a vote of the Board of Directors at a meeting to be held on OCTOBER 2, 2003 REMINGTON RECREATION CTR  
AT 6:30 PM
3. The Secretary shall give written notice by mail to each Member of record setting forth the proposed amendments to the BYLAWS and providing notice of the Board of Directors meeting at which the proposed amendments to the BYLAWS will be considered. Such notice will be mailed at least seven (7) days prior to the meeting date set forth in paragraph 2 above in accordance with Section 11.2 of the BYLAWS.

**PASSED AND UNANIMOUSLY** adopted at a meeting of the Board of Directors of the REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. this 2<sup>ND</sup> day of OCTOBER, 2003.

ATTEST

[Signature]  
Secretary

[Signature]  
President

Rmh001 res1

## EXHIBIT "A"

### PROPOSED SECOND AMENDMENT TO THE BYLAWS OF REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.

Following are the proposed amendments to the indicated numbered sections of the BYLAWS OF REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. Deletions are indicated by ~~strike through~~, additions are indicated by **bold underline**.

- 2.2 Fiscal Year. The fiscal year of the Association shall be ~~1-October through 30 September~~ **the calendar year**.
- 9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance of each fiscal **calendar** year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of written request for such copy.

**RESOLUTION OF REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. (the "Association") under agreement with the REMINGTON COMMUNITY DEVELOPMENT DISTRICT (the "CDD") has allowed the CDD through the OSCEOLA COUNTY TAX COLLECTOR to collect the Association's budgetted operating and reserve funds from the Members of the Association; and

WHEREAS, in order to accomplish this the fiscal year of the Association was changed to conform with the fiscal year of the CDD; and

WHEREAS, the Association will begin to collect assessments directly from Members effective JANUARY, 2007, and

WHEREAS, the Board of Directors of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. desire to amend the BYLAWS to change the fiscal year of the Association to the calendar year; and

WHEREAS, Article 11 of the BYLAWS sets forth the amendment procedure for amending the BYLAWS.

**NOW THEREFORE BE IT RESOLVED:**

1. The proposed amendments to the BYLAWS are attached hereto as Exhibit "A".
2. The proposed amendments to the BYLAWS shall be submitted to a vote of the Board of Directors at a meeting to be held on November 2, 2006.
3. The Secretary shall give written notice by mail or delivery to each Member of record setting forth: 1) the proposed amendments to the BYLAWS or a summary of the changes to be effected by the proposed amendments to the BYLAWS and 2) providing notice of the Board of Directors meeting at which the proposed amendments to the BYLAWS will be considered. Such notice will be mailed at least seven (7) days prior to the meeting date set forth in paragraph 2 above in accordance with Section 11.2 of the BYLAWS.

**PASSED AND UNANIMOUSLY** adopted at a meeting of the Board of Directors of the REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.. this 2<sup>ND</sup> day of November, 2006.

Judy Czarkowski  
President

ATTEST:

M. Ronald Dickmore  
Secretary

Rmh001 res2





CFN 2012103681  
 Bk 4295 Pgs 2379-2393 (15 Pgs)  
 DATE: 07/12/2012 04:11:56 PM  
 MALCOM THOMPSON, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$129.00

This instrument prepared by and )  
 should be returned to: )  
 )  
 Elizabeth A. Lanham-Patrie, Esquire )  
 TAYLOR & CARLS, P.A. )  
 150 N. Westmonte Dr. )  
 Altamonte Springs, Florida 32714 )  
 (407) 660-1040 )  
 )

**AMENDED AND RESTATED**

**BYLAWS  
 OF**

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.  
 A NONPROFIT ORGANIZATION**

This amendment is a substantial rewording of the Bylaws of Remington Tract 1-B Homeowners Association, Inc., and its amendments (the "Bylaws"). The Bylaws were not recorded; however, the original Bylaws were approved on April 12, 1996, the First Amendment was approved on October 2, 2003 and the Second Amendment was approved on November 2, 2006. Please see the Bylaws for present text.

WHEREAS, on August 30, 2001 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of the following Associations into Remington Tract 1-B Homeowners Association, Inc.

1. Remington Tract 1-C Homeowners Association, Inc.;
2. Remington Tract 1-D Homeowners Association, Inc.;
3. Remington Tract 1-E Homeowners Association, Inc.;
4. Remington Tract 1-F Homeowners Association, Inc.;
5. Remington Parcel G Homeowners Association, Inc.;
6. Remington Parcel H Homeowners Association, Inc.;
6. Remington Parcel I Homeowners Association, Inc.; and
7. Remington Parcel J Homeowners Association, Inc.

and

WHEREAS, further pursuant to the August 30, 2001 Articles of Merger and the attached amendment to the Articles of Incorporation of Remington Tract 1-B Homeowners Association, Inc., the name of the corporation, Remington Tract 1-B Homeowners Association, Inc., was changed to Remington Master Homeowners Association, Inc., and

WHEREAS, on October 3, 2005 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of the following Associations into Remington

Additions to Bylaws are indicated by **bold underline**; deletions by ~~strikeout~~.

Master Homeowners Association, Inc.:

1. Eagles Landing Homeowners' Association, Inc.; and
  2. Somerset at Remington Homeowners' Association, Inc.;
- and

WHEREAS, on September 6, 2008 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of Remington Parcel M Homeowners Association, Inc., into Remington Master Homeowners Association, Inc.;

and

WHEREAS, pursuant to Section 11.3 of the Bylaws, the Bylaws can be amended upon receiving the affirmative vote of a majority of the votes of the Directors.

NOW THEREFORE, a majority of the Directors have determined that it is in the best interest of the Owners and the Community Association to restate and amend said original Bylaws and its amendments for the purpose of making this document consistent with current Florida law, the Articles of Incorporation and the Declaration, as the Declaration is hereafter defined.

1. **Definitions.** When used in these Amended and Restated Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration shall have the same meanings as in the Articles and the Declaration. As the context requires the term "Declaration" shall mean the following:

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

Additions to Bylaws are indicated by **bold underline**; deletions by ~~strikeout~~.

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, recorded in Official Records Book 2573, Page 1830 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto; and

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto.

2. **Identity.** These Amended and Restated Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 225 S. Westmonte Dr., Suite #3310, Altamonte Springs, FL 32714, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** The members of the Association shall consist of every Owner and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act

Additions to Bylaws are indicated by **bold underline**; deletions by strikeout.

for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the owner is located outside the State of Florida. Any notice requirements set out in these Amended and Restated Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Every Member of the Association shall have one (1) vote for each Lot to which it holds title.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Amended and Restated Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of electing directors, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting,

Additions to Bylaws are indicated by **bold underline**; deletions by ~~strikeout~~.

4.2 Special Members' Meeting. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a Meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) or more than sixty (60) days before the date of the meeting. Notice shall be provided by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. When mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his/her address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of five percent (5%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting, in person or by proxy, shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Amended and Restated Bylaws, the Articles, or by law. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his/her duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him/her by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, whether or not a quorum exists, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 720.306(7), Florida Statutes. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

Additions to Bylaws are indicated by **bold underline**; deletions by strikeout.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Introduction of Candidates;
- (g) Nominations from the floor;
- (h) Election of directors, when applicable, and counting of Ballots;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these Minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1 Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2 Number. The Board shall consist of nine (9) directors. The number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.3 Term of Office. The term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation,

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removal from office or death.

5.4 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership as set forth in Section 720.303(10), Florida Statutes, as amended from time to time. In the event of the death or resignation of a director, his successor shall be selected by the remaining members of the Board, even if the remaining directors constitute less than a quorum, or by the sole remaining director, and shall serve for the unexpired term of his predecessor. In the event of a recall, which seeks the removal of a majority of the Board, then such vacancies on the Board shall be filled as set forth in Section 720.303(10), Florida Statutes, as amended from time to time. In the event of a recall, which seeks the removal of less than a majority of the Board, then such vacancies shall be filled by the remaining members of the Board.

The Board of Directors shall have the power to declare the position of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive Board meetings.

5.5 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.6 Election. Elections of the directors must be conducted at the annual meeting and in accordance with these Amended and Restated Bylaws. All Members of the Association, who are not in violation of Section 720.306(9)(b), Florida Statutes, as amended from time to time, shall be eligible to serve on the Board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their Proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles and these Amended and Restated Bylaws. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.7 Nominations. The Board of Directors shall ensure that nomination forms are sent to all Members. Members wishing to have their names placed on the ballot for the election must return the nomination form to the Association, not less than seventy-two (72) hours before the election. Notwithstanding the foregoing, a Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.

5.8 Ballots. All elections to the Board of Directors shall be made on written ballots which shall:

(a) set forth the names of those who timely returned the nomination form to the Association; and

(b) contain a space for a write-in vote by the Members for each vacancy.

Each Member, if applicable, shall receive as many ballots as he/she has votes. A vote on the ballot may be exercised by the Member or his/her proxy.

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5.9 Election Committee: Counting of Ballots. On the day of the election, the ballots shall be turned over to an Election Committee which shall consist of three (3) members, who volunteer at the annual meeting and are appointed by the Chairman of the Meeting. The Election Committee shall then count the ballots.

5.10 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege or at Board Meetings where personnel matters are discussed.

6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held as may be determined by the Board and upon giving notice to the Members, as set forth in Section 6.4 herein, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telephone, telegram, cablegram, facsimile or e-mail, which notice shall state the time, place and purpose of the meeting.

6.4 Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least even (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. Written notice of any meeting at which a special assessment will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting. The notice requirements set forth in this section also apply to meetings of any committee or similar body, when a final decision will be made regarding the expenditure of association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

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6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7 Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

6.8 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Amended and Restated Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.11 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617 and Chapter 720, Florida Statutes, as same may be amended from time to time, the Declaration, the Articles, and these Amended and Restated Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required. Further, the Board of Directors shall have the power to adopt

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Rules and Regulations regarding use of the Lots and the Common Property as those terms are defined in the Declaration.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be directors and shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he/she may in his/her discretion determine appropriate to assist in the conduct of the affairs of the Association. He/she shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He/she shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall, have custody of the financial records of the Association, including funds, securities, and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he/she shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall comply with the requirements of Section 720.306(12), Florida Statutes, as amended from time to time.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, as applicable, within the State of Florida, the official records of the Association as set forth in Section 720.303(4), Florida Statutes, as amended from time to time.

8.2 Inspection and Copying. The official records shall be open to inspection

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and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request, via certified mail, for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying. The Association may further impose such other charges as are permitted by Florida law.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Amended and Restated Bylaws, to ensure their availability to Members and prospective Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. Fiscal Management. The provisions for fiscal management of the Association are governed by the following provisions, as applicable:

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses which are approved by the Board of Directors.

(b) Reserve for Deferred Maintenance. If required by the Board of

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Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the community in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient; the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not paid when due, shall become delinquent and the delinquent assessment, together with any late charge(s) and the cost of collection thereof, as set forth below, shall be secured by a continuing lien on the Lot and improvements located thereon, which lien shall relate back to the date of

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filing the Declaration, and which shall bind the Lot and improvements of the Owner and his/her heirs, successors, personal representatives and assigns . The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, (including said court costs and attorneys' fees upon appeal, in bankruptcy and with regard to any other actions relating to creditors rights), as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The said costs of collection, including court costs and attorneys' fees shall be recoverable whether or not a lawsuit or administrative proceeding is filed. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report as required pursuant to Section 720.303(7), Florida Statutes, as amended from time. Further, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge within the time periods set forth in Section 720.303(7), Florida Statutes, as amended from time to time.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Amended and Restated Bylaws.

11. Amendment. Amendments to these Amended and Restated Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Amended and Restated Bylaws for the giving of notice of meetings of the Board, written notice of the Board Meeting where the proposed amendments shall be considered shall set forth the proposed amendment or a summary of the changes and such notice shall be posted in a conspicuous place in the community.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership

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nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617 or Chapter 720, Florida Statutes, as same may be amended from time to time, or with the Declaration or Articles of Incorporation. These Amended and Restated By-Laws were duly and properly amended by the approval of at least a majority of the Board of Directors.

Executed at Kissimmee (city), Osceola County, Florida, on this the 5<sup>th</sup> day of July, 2012.

Signed and deliver in the presence of:

Tom Kauffman  
Signature of Witness

Louis Kauffman  
Print Name

Chassidy Bowles  
Signature of Witness

Chassidy Bowles  
Print Name

Tom Kauff  
Signature of Witness

Louis Kauffman  
Print Name

Chassidy Bowles  
Signature of Witness

Chassidy Bowles  
Print Name

REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.

By: Joseph Czarkowski

Print Name: JOSEPH F. CZARKOWSKI  
President

Address: 2715 SCARBROUGH CT  
KISSIMMEE, FL 34744

Attest: Karen M. Baker

Print Name: KAREN M. BAKER  
Secretary

Address: 2570 BROOKSTONE DR.  
KISSIMMEE, FL 34744

STATE OF FLORIDA  
COUNTY OF Osceola


THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of July, 2012, by Joseph F. Czarkowski and Karen M Baker who  are personally known to me to be the President and Secretary, respectively, of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC., or  have produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses

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freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand in the County and State last aforesaid on this 5 day of July, 2012.

(NOTARY SEAL)

  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Rmh001 Bylaws clean version revised 6.11



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LARRY WHALEY, CLERK OF THE CIRCUIT COURT - OSCEOLA CTY  
05/08/97 11:08 VERIFIED: MMK INSTR # 97-043437

BK 1399  
PG 2342

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE I TRACT "C"**

Plat Book 9, Page 148, 149  
Public Records of Osceola County, Florida

(Insert Plat Book and Page numbers prior  
to recording of this Declaration)

GODBOLD

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789**



**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE I TRACT "C"**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 16<sup>th</sup> day of April, 1997, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806, hereinafter referred to as the "DEVELOPER."

**RECITALS**

- A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community with an entrance feature and certain common areas for the benefit of the community.
- B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.
- C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.
- D. The DEVELOPER, or its assignee, will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON TRACT I-C HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 2. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON TRACT I-C HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

**Section 3. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 4. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 5. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the MEMBERS, specifically including the Landscape and Wall Easement as shown on the plat of Remington - Phase I Tract "C." The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS.

Section 6. Country Club. "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 8. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE I TRACT C, and all amendments made to this instrument.

Section 9. DEVELOPER. "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 14. REMINGTON. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

Section 15. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 16. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 17. Property. "Property" shall mean and refer to REMINGTON - PHASE I TRACT C, according to the plat thereof recorded in the Public Records of Osceola County, Florida, as shown on the cover sheet of this Declaration.

Section 18: Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 19: Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. The DEVELOPER may retain the legal title to any Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the ASSOCIATION is able to maintain the same.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) 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 determined by the ASSOCIATION.

Section 4. Parcel A and Landscape and Wall Easement. The following specific Parcels are designated on the recorded subdivision plat of the Property and shall be subject to the following terms and provisions:

(a) Parcel A. Parcel A lands shown on the Plat of the Property comprise the streets and said Parcel A is reserved for ingress egress and utilities for all of the Lots. Parcel A shall be owned and maintained by the Remington Community Development District. A perpetual easement and right of ingress and egress for public use rights over and across Parcel A is hereby reserved to and for the benefit of delivery and pick-up services, fire protection services, police services, ambulance services and other authorities of law, United States mail carriers, and representatives of utilities. The Parcel A streets shall be subject to the jurisdiction of Osceola County in establishing such speed limits and traffic control signals as deemed necessary and appropriate by Osceola County.

(b) Landscape and Wall Easement. The Landscape and Wall Easement situated on certain Lots as shown on the Plat is designated and considered to be Common Property under this Declaration and is reserved for utilities, landscape, and a wall, all to be maintained by the ASSOCIATION.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before April 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of

a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment

of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases IA and IB of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).



(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

## ARTICLE VII

### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a slightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Commercial Uses and Nuisances. No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 21. Rentals. There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

Section 22. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants, all be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION. The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 24. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within as promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 25. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

Section 1. Description of Country Club. A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

Section 2. Ownership of Country Club. It is anticipated that the Country Club property initially shall be owned by Remington Golf Course Partnership, a Florida general partnership, which partnership also shall operate the golf course and other amenities on the Country Club property. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

Section 3. Country Club Easements. The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

- (a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) Damages. Commence an action to recover damages; and/or
- (c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise.



As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social

or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

*Sarah Gilman*

Print Name: SARAH GILMAN

*Joe B. Trammell*

Print Name: JOE B. TRAMMELL

By: *[Signature]*  
John L. Webb, President

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

*Sarah Gilman*

Print Name: SARAH GILMAN

*Joe B. Trammell*

Print Name: JOE B. TRAMMELL

By: *[Signature]*  
Larry W. Lucas, President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 1997, by John L. Webb, as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public  
Print name: *Sarah Ann Gilman*  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 1997, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Sarah Ann Gilman*

Notary Public

Print name: \_\_\_\_\_

My Commission Expires:

ES No'g-1335



COOPY

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 18, 1997, as shown by the records of this office.

The document number of this corporation is N97000002204.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Eighteenth day of April, 1997

Sandra W. Herliham  
Secretary of State



CP:EO22 (2-95)

FILED  
97 APR 18 PM 12:59  
CLERK OF COUNTY OF FLORIDA

**ARTICLES OF INCORPORATION  
OF  
REMINGTON TRACT I-C  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

**ARTICLE I**  
**NAME**

The name of the corporation shall be REMINGTON TRACT I-C HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**  
**DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

**ARTICLE III**  
**DEFINITIONS**

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE I TRACT "C" recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

**ARTICLE IV**  
**PRINCIPAL OFFICE**

The principal office of the Association is located at 545 Delaney Avenue, Building 6, Orlando, Florida 32801.

**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

John L. Webb, whose address is 545 Delaney Avenue, Building 6, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

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ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

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investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.



BOOK 1399 PAGE 2384

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association. any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	545 Delaney Avenue, Building 6 Orlando, Florida 32801

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 16<sup>th</sup> day of April, 1997.

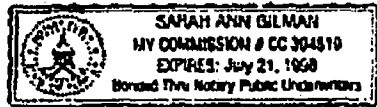
Signed, sealed and delivered  
in the presence of:

Joe B. Saul  
Sarah Gilman

*COPIES*  
John L. Webb

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this 16<sup>th</sup> day of April, 1997, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John I. Webb, the incorporator described in the foregoing Articles of Incorporation. He is  personally known to me or  has produced \_\_\_\_\_ as identification.



Notary Stamp

Sarah Ann Gilman

Signature of Person Taking Acknowledgment  
Print Name: \_\_\_\_\_  
Title: Notary Public

**REMINGTON TRACT I-C HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT

[Signature]  
John I. Webb  
Registered Agent

Date: April 16<sup>th</sup> 1997

NOTARY PUBLIC STATE OF FLORIDA

97 APR 18 PM 12:59

FILED

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**BYLAWS  
OF  
REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Phase 1 Tract C (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 545 Delaney Avenue, Bldg. 6, Orlando, FL 32801, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner of Lots in the Property, including the Developer. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Further, as provided in the Declaration, no builder who in its normal course of business purchases a Lot for the purpose of constructing a residence or other improvement thereon shall become a Member, unless and until any such builder occupies a residence as provided in the Declaration. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however,

after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these

Bylaws.

5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members, provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and

until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term, of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;



(b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3)

members appointed by the Board of Directors. The Election Committee shall then:

- (a) establish that external envelopes were not previously opened or tampered with in any way;
- (b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;
- (c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and
- (d) if the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of

the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7 Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist

in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and Lot identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors,

there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien



may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principals; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation. HUD/VA has the right to veto any amendments to these Bylaws as long as there is a Class B membership, if applicable.

The foregoing were adopted as the Bylaws of REMINGTON TRACT I-C HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of April, 1997.

APPROVED:



\_\_\_\_\_  
Name: JOHN L. WEBB  
Title: President



\_\_\_\_\_  
Name: JOE B. TRAMELL  
Title: Secretary

2007



## FLORIDA DEPARTMENT OF STATE

Sandra B. Morthum  
Secretary of State

April 18, 1997

CAPITAL SERVICES D/B/A  
PARALEGAL & ATTORNEY SERVICE  
TALLAHASSEE, FL

The Articles of Incorporation for REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC. were filed on April 18, 1997 and assigned document number N9700002204. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Loria Poola, Corporate Specialist  
New Filings Section

Letter Number 497A00019818

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "D"

Plat Book 8, Page 143-144  
Public Records of Osceola County, Florida

(Insert Plat Book and Page numbers prior  
to recording of this Declaration)

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789

Copy

HEL MILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY  
07-25/95 14:58 VERIFIED: KEN INSTR # 95-073825 BK 1272  
PG 1252

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "D"**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 25<sup>th</sup> day of July, 1995, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806, hereinafter referred to as the "DEVELOPER."

**RECITALS**

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community with an entrance feature and certain common areas for the benefit of the community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER, or its assignee, will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON TRACT 1-D HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 2. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON TRACT 1-D HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

**Section 3. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 4. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 5. Common Property.** "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the MEMBERS, specifically

including Parcels A, B and C as shown on the plat of Remington - Phase 1 Tract "D." The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS.

Section 6. Country Club. "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 8. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT D, and all amendments made to this instrument.

Section 9. DEVELOPER. "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 14. REMINGTON. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

Section 15. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 16. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole

proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 17. Property. "Property" shall mean and refer to REMINGTON - PHASE 1 TRACT D, according to the plat thereof recorded in the Public Records of Osceola County, Florida, as shown on the cover sheet of this Declaration.

Section 18. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 19. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. The DEVELOPER may retain the legal title to any Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the ASSOCIATION is able to maintain the same.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) 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 determined by the ASSOCIATION.

Section 4. Parcels A, B, C and D. The following specific Parcels are designated on the recorded subdivision plat of the Property and shall be subject to the following terms and provisions:

(a) Parcels A and B. Parcels A and B are designated and considered to be Common Property under this Declaration, and are reserved for utilities, landscape, signage and open space and for golf cart crossings. Parcels A and B are to be owned and maintained by the ASSOCIATION. Further, easements over and across Parcels A and B are granted and reserved to and for the benefit of Remington Golf Course Partnership and its successors in interest as owners of the Country Club property as described in Article VIII of this Declaration, which easements shall be for the construction, installation, maintenance, repair and replacement of golf cart and pedestrian paths, irrigation, electric and communication lines, and other facilities and improvements related thereto. The foregoing grant and reservation of easements shall include the rights of ingress and egress over and across Parcels A and B for the benefit of the Country Club property and its owners, employees, guests, customers, contractors and invitees.

(b) Parcel C. Parcel C is designated and considered to be Common Property under this Declaration, and is reserved for utilities. Parcel C is to be owned and maintained by the ASSOCIATION.

(c) Parcel D. Parcel D lands shown on the Plat of the Property comprise the streets and said Parcel D is reserved for ingress/egress and utilities for all of the Lots. Parcel D shall be owned and maintained by the Remington Community Development District.



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

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Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be the sum of One Hundred and No/100 Dollars (\$100.00) and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the \$100.00 Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

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(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before April 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special

Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the

recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

#### ARTICLE VI

##### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car

garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. If possible, the service door must face to either the side or the rear of the Lot. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any Improvement on a Lot is also subject to all appropriate governmental regulations.

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(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball



structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER'S plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be

subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Commercial Uses and Nuisances. No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 21. Rentals. There shall be no "short term" rentals of dwellings or any improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

Section 22. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION. The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 24. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 25. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

#### ARTICLE VIII

##### COUNTRY CLUB PROPERTY

Section 1. Description of Country Club. A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

Section 2. Ownership of Country Club. It is anticipated that the Country Club property initially shall be owned by Remington Golf Course Partnership, a Florida general partnership, which partnership also shall operate the golf course and other amenities on the Country Club property. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

Section 3. Country Club Easements. The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION,

and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought.

provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

#### ARTICLE X

#### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD,

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Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a

result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.



IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: Joe B. Trammell  
Joe B. Trammell, Vice-President

Daniel F. DeLong  
Print Name: DANIEL F. DELONG

Rosemary Wood  
Print Name: ROSEMARY WOOD

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

By: Larry W. Lucas  
Larry W. Lucas, President

Daniel F. DeLong  
Print Name: DANIEL F. DELONG

Rosemary Wood  
Print Name: ROSEMARY WOOD

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2007

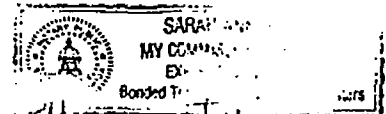
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1996, by Joe B. Tramell, as the Vice-President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN



Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1996, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:

FL: MOVIEDATA\55201AG-1031



COPIES

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "E"

Plat Book 8, Page 1454146  
Public Records of Osceola County, Florida

(Insert Plat Book and Page numbers prior  
to recording of this Declaration)

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789

copy

SEL WILLS JR. / CLERK OF THE CIRCUIT COURT - OSCEOLA CTY  
07/25/95 15:11 VERIFIED: KEX INSTR # 95-073033  
BR 1272  
PG 1285

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "E"

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 25<sup>th</sup> day of July, 1995, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 545 Delaney Avenue, Bldg. 5, Orlando, Florida 32806, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community with an entrance feature and certain common areas for the benefit of the community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER, or its assignee, will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. Assessment. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

Section 2. ASSOCIATION. "ASSOCIATION" shall mean the REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

Section 3. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 4. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 5. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the MEMBERS, specifically

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including Parcels A and B as shown on the plat of Remington - Phase 1 Tract "E." The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS.

Section 6. Country Club. "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 8. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT E, and all amendments made to this instrument.

Section 9. DEVELOPER. "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 14. REMINGTON. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

Section 15. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 16. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole

proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 17. Property. "Property" shall mean and refer to REMINGTON - PHASE 1 TRACT E, according to the plat thereof recorded in the Public Records of Osceola County, Florida, as shown on the cover sheet of this Declaration.

Section 18. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 19. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. The DEVELOPER may retain the legal title to any Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the ASSOCIATION is able to maintain the same.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) 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 determined by the ASSOCIATION.

Section 4. Parcels A, B and C. The following specific Parcels are designated on the recorded subdivision plat of the Property and shall be subject to the following terms and provisions:

(a) Parcels A and B. Parcels A and B are designated and considered to be Common Property under this Declaration, and are reserved for utilities, landscape, signage and open space and for golf cart crossings. Parcels A and B are to be owned and maintained by the ASSOCIATION. Further, easements over and across Parcels A and B are granted and reserved to and for the benefit of Remington Golf Course Partnership and its successors in interest as owners of the Country Club property as described in Article VIII of this Declaration, which easements shall be for the construction, installation, maintenance, repair and replacement of golf cart and pedestrian paths, irrigation, electric and communication lines, and other facilities and improvements related thereto. The foregoing grant and reservation of easements shall include the rights of ingress and egress over and across Parcels A and B for the benefit of the Country Club property and its owners, employees, guests, customers, contractors and invitees.

(b) Parcel C. Parcel C lands shown on the Plat of the Property comprise the streets and said Parcel C is reserved for ingress/egress and utilities for all of the Lots. Parcel C shall be owned and maintained by the Remington Community Development District.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be the sum of One Hundred and No/100 Dollars (\$100.00) and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the \$100.00 Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.



(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before April 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special

Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the

recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

#### ARTICLE VI

#### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car

garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. If possible, the service door must face to either the side or the rear of the Lot. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

#### ARTICLE VII

#### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball

structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be



subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Commercial Uses and Nuisances. No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 21. Rentals. There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

Section 22. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION. The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 24. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 25. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

#### ARTICLE VIII

##### COUNTRY CLUB PROPERTY

Section 1. Description of Country Club. A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

Section 2. Ownership of Country Club. It is anticipated that the Country Club property initially shall be owned by Remington Golf Course Partnership, a Florida general partnership, which partnership also shall operate the golf course and other amenities on the Country Club property. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

Section 3. Country Club Easements. The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION,

and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

#### ARTICLE IX

##### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought,

provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD,

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Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a

result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: Joe B. Trammell  
Joe B. Trammell, Vice-President

Daniel F. DeLong  
Print Name: DANIEL F. DELONG

Rosemary Wood  
Print Name: ROSEMARY WOOD

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

By: Larry W. Lucas  
Larry W. Lucas, President

Daniel F. DeLong  
Print Name: DANIEL F. DELONG

Rosemary Wood  
Print Name: ROSEMARY WOOD

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STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1996, by Joe B. Tramell, as the Vice-President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:

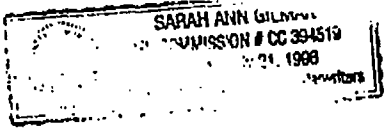


STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22-day of July, 1996, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:



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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 22, 1996, as shown by the records of this office.

The document number of this corporation is N96000002249.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Twenty-fifth day of April, 1996



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
REMINGTON TRACT 1-E  
HOMEOWNERS ASSOCIATION, INC.

FILED  
96 APR 22 PM 12:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer

of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-

interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 12<sup>th</sup> day of April, 1996.

Signed, sealed and delivered in the presence of.

[Signature]  
[Signature]

[Signature]  
John L. Webb

STATE OF FLORIDA )  
COUNTY OF ORANGE ) SS:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of April, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Person Taking Acknowledgment  
Print Name: SARAH ANN GILMAN  
Title: Notary Public

Notary Stamp





REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

*(Signature)*

\_\_\_\_\_  
John L. Webb

Registered Agent

Date: 4-12-96

FILED  
96 APR 22 PM 12:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "F"

Plat Book 8, Page 147+148  
Public Records of Osceola County, Florida

(Insert Plat Book and Page numbers prior  
to recording of this Declaration)

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789

COPIES

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
REMINGTON - PHASE 1 TRACT "F"

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 25<sup>th</sup> day of JULY, 1995, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community with an entrance feature and certain common areas for the benefit of the community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER, or its assignee, will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON TRACT 1-F HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. Assessment. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

Section 2. ASSOCIATION. "ASSOCIATION" shall mean the REMINGTON TRACT 1-F HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

Section 3. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 4. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 5. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the MEMBERS, specifically

including Parcels A and B as shown on the plat of Remington - Phase 1 Tract "F." The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS.

Section 6. Country Club. "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 8. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT F, and all amendments made to this instrument.

Section 9. DEVELOPER. "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 14. REMINGTON. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

Section 15. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 16. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole

proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 17. Property. "Property" shall mean and refer to REMINGTON - PHASE 1 TRACT F, according to the plat thereof recorded in the Public Records of Osceola County, Florida, as shown on the cover sheet of this Declaration.

Section 18. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 19. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. The DEVELOPER may retain the legal title to any Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the ASSOCIATION is able to maintain the same.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) 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 determined by the ASSOCIATION.

Section 4. Parcels A, B and C. The following specific Parcels are designated on the recorded subdivision plat of the Property and shall be subject to the following terms and provisions:

(a) Parcels A and B. Parcels A and B are designated and considered to be Common Property under this Declaration, and are reserved for utilities, landscape, signage and open space and for golf cart crossings. Parcels A and B are to be owned and maintained by the ASSOCIATION. Further, easements over and across Parcels A and B are granted and reserved to and for the benefit of Remington Golf Course Partnership and its successors in interest as owners of the Country Club property as described in Article VIII of this Declaration, which easements shall be for the construction, installation, maintenance, repair and replacement of golf cart and pedestrian paths, irrigation, electric and communication lines, and other facilities and improvements related thereto. The foregoing grant and reservation of easements shall include the rights of ingress and egress over and across Parcels A and B for the benefit of the Country Club property and its owners, employees, guests, customers, contractors and invitees.

(b) Parcel C. Parcel C lands shown on the Plat of the Property comprise the streets and said Parcel C is reserved for ingress/egress and utilities for all of the Lots. Parcel C shall be owned and maintained by the Remington Community Development District.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be the sum of One Hundred and No/100 Dollars (\$100.00) and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the \$100.00 Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before April 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses for Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article, to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special



Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the

recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car

garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. If possible, the service door must face to either the side or the rear of the Lot. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

#### ARTICLE VII

##### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball

structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be

subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.



Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Commercial Uses and Nuisances. No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 21. Rentals. There shall be no "short term" rentals of dwellings or any improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

Section 22. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION. The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 24. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 25. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

#### ARTICLE VIII

##### COUNTRY CLUB PROPERTY

Section 1. Description of Country Club. A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

Section 2. Ownership of Country Club. It is anticipated that the Country Club property initially shall be owned by Remington Golf Course Partnership, a Florida general partnership, which partnership also shall operate the golf course and other amenities on the Country Club property. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

Section 3. Country Club Easements. The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION,

and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

#### ARTICLE IX

##### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought,

provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

#### ARTICLE X

##### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD,

Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a

result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

*Daniel F. DeLong*  
Print Name: DANIEL F. DELONG

By: *Joe B. Tramell*  
Joe B. Tramell, President

*Rosemary Wood*  
Print Name: ROSEMARY WOOD

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

*Daniel F. DeLong*  
Print Name: DANIEL F. DELONG

By: *Larry W. Lucas*  
Larry W. Lucas, President

*Rosemary Wood*  
Print Name: ROSEMARY WOOD

2007

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1995, by Joe B. Tramell, as the Vice-President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1995, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sarah Ann Gilman  
Notary Public  
Print name: SARAH ANN GILMAN

My Commission Expires:

F:\MOVIEDATA\052611G-2333



COPIES



LARRY WHALEY 43P  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA

CL 98119718 OR 1542/1318  
MNK Rec. Date 10/12/98 Time 11:25

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL G**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789**

**GODBOLD**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL G**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 12<sup>th</sup> day of October, 1998, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, hereinafter referred to as the "DEVELOPER."

**RECITALS**

- A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.
- B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.
- C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.
- D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Additions to Property.** "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article II hereof.

**Section 2. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 3. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

**Section 4. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 5. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

**Section 19. Resident.** "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

**Section 20. Street.** "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Subject to Declaration.** The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Property.** The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

**Section 3. Supplemental Declaration of Covenants and Restrictions.** The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

**Section 4. Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement

during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

**Section 2. MEMBER's Voting Rights.** The ASSOCIATION shall have two classes of voting membership.

**Class A.** Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

- a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or
- b. On December 31, 2005.

**Section 3. Board of Directors.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

- (a) **Appointed by the DEVELOPER.** The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.
- (b) **Majority Appointed by the DEVELOPER.** Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.
- (c) **Election of the BOARD.** After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.
- (d) **Vacancies.** A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTY

**Section 1. MEMBERS' Easement of Enjoyment.** Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

**Section 2. Title to Common Property.** It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent decided by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as

Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.



(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a slightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

**Section 10. Drainage Areas.**

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

**Section 11. Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

**Section 12. Signs.** No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

**Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment.** All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

**Section 14. Solar Collectors.** Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

**Section 15. Maintenance of the Property.** In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility of liability whatsoever.



**Section 4. Enforcement Rights of Country Club Owner.** The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

**Section 5. Amendments.** No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

**Section 1. Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

- (a) **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) **Damages.** Commence an action to recover damages; and/or
- (c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

**Section 2. Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

**Section 3. No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

**Section 4. Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

**Section 5. Enforcement by or Against Other Persons.** In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC, a Florida corporation, its general partner

By: John L. Webb, President

*Sarah Gilman*

Print Name: SARAH GILMAN

*John W. Gilbert*

Print Name: JOHN W. GILBERT

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

*Sarah Gilman*

By: *[Signature]*  
Larry W. Lucas, President

Print Name: SARAH GILMAN

*John L. Webb*

Print Name: John L. Webb

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by John L. Webb,  as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



*Sarah Ann Gilman*  
Signature of Person Taking Acknowledgement  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



*Sarah Ann Gilman*  
Signature of Person Taking Acknowledgement  
Notary Public

*[Large stylized signature/initials]*

Legal Description

REMINGTON PARCEL G - PHASE 1

A portion of Tract "G", REMINGTON - PHASE 1, according to the plat thereof, as recorded in Plat Book 8, Pages 121 - 124, Public Records of Osceola County, Florida and located in Section 20 and 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

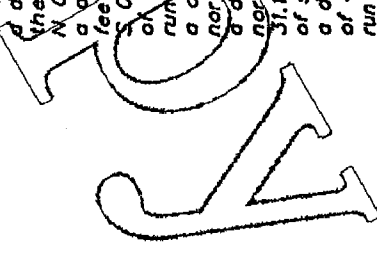
BEGIN at the southeast corner of said Tract "G", said point being a point on the northerly right-of-way line of Remington Boulevard and a point on a non-tangent curve, concave southeasterly, having a radius of 1425.40 feet and a central angle of 1502'41"; thence the following two (2) courses and distances along said northerly right-of-way line; thence on a chord bearing of S 42°29'22" W, run 374.28 feet along the arc of said curve, to the point of tangency thereof; thence run S 34°58'01" W, a distance of 15.12 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 87°56'17"; thence on a chord bearing of N 09°00'07" W, run 38.37 feet along the arc of said curve to the point of tangency thereof; thence run N 52°58'16" W, a distance of 130.23 feet to a point of curvature of a curve, concave northeasterly, having a radius of 235.00 feet and a central angle of 2871'21"; thence run northwesterly, along the arc of said curve, a distance of 115.62 feet to the point of tangency thereof; thence run N 24°46'55" W, a distance of 99.60 feet to a point of curvature of a curve, concave southwesterly, having a radius of 715.00 feet and a central angle of 2901'15"; thence run northwesterly, along the arc of said curve, a distance of 362.15 feet to the point of tangency thereof; thence run N 53°48'10" W, a distance of 5.69 feet to a point of curvature of a curve, concave southwesterly, having a radius of 865.00 feet and a central angle of 2050'35"; thence run northwesterly, along the arc of said curve, a distance of 314.67 feet to a point; thence run N 15°21'16" E, a distance of 70.00 feet; thence run N 74°38'44" W, a distance of 280.45 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1930.00 feet and a central angle of 01°36'05"; thence run northwesterly, along the arc of said curve, a distance of 53.94 feet to the point of reverse curvature with a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 88°32'04"; thence run northwesterly, along the arc of said curve, a distance of 38.63 feet to the point of tangency thereof; thence run N 12°17'15" E, a distance of 82.73 feet to a point of curvature of a curve, concave northwesterly, having a radius of 575.02 feet and a central angle of 88°32'04"; thence run northwesterly, along the arc of said curve, a distance of 46.86 feet to a point; thence run S 88°30'11" E, a distance of 125.46 feet; thence run N 02°30'57" E, a distance of 55.72 feet; thence run N 89°46'45" W, a distance of 55.73 feet; thence run N 09°18'35" W, a distance of 55.38 feet; thence run N 18°40'56" W, a distance of 151.214" W, a distance of 323.19" W, a distance of 55.68 feet; thence run N 18°21'04" W, a distance of 55.38 feet; thence run N 18°40'56" W, a distance of 34.89 feet; thence run N 19°32'08" W, a distance of 49.56 feet; thence run N 10°57'12" W, a distance of 49.56 feet; thence run N 08°25'04" W, a distance of 49.56 feet; thence run N 05°52'57" W, a distance of 49.56 feet; thence run N 03°20'49" W, a distance of 49.56 feet; thence run N 00°50'18" W, a distance of 54.68 feet; thence run N 00°73'15" W, a distance of 358.77 feet; thence run N 89°46'45" E, a distance of 198.05 feet; thence run S 00°13'15" E, a distance of 447.04 feet; thence run S 04°55'55" E, a distance of 86.84 feet; thence run S 13°45'58" E, a distance of 86.92 feet; thence run S 19°15'08" E, a distance of 101.04 feet; thence run S 52°38'38" E, a distance of 108.90 feet; thence run N 89°46'45" E, a distance of 105.38 feet; thence run N 89°46'45" E, a distance of 329.68 feet; thence run N 00°13'15" W, a distance of 50.00 feet; thence run N 89°46'45" E, a distance of 28.15 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 77°07'02"; thence run northwesterly, along the arc of said curve, a distance of 31.65 feet to a point; thence run S 77°20'17" E, a distance of 50.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 975.00 feet and a central angle of 01°49'52"; thence on a chord bearing of S 13°34'39" W, run 31.16 feet along the arc of said curve to a point; thence run S 82°11'14" E, a distance of 116.62 feet to a point on the east boundary of said Tract "G"; thence the following three (3) courses and distances along said east boundary of Tract "G"; thence run S 07°48'46" W, a distance of 253.42 feet to a point of curvature of a curve, concave northeasterly, having a radius of 850.00 feet and a central angle of 48°37'26"; thence run southeasterly, along the arc of said curve, a distance of 691.68 feet to the point of tangency thereof; thence run S 38°48'40" E, a distance of 318.37 feet to the POINT OF BEGINNING.

Containing 21.62 acres, more or less.

98119718

OR 1542/1339

EXHIBIT "A"



**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL G  
HOMEOWNERS ASSOCIATION, INC.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP 16 PM 2:50

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or



investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3. The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 31<sup>st</sup> day of August, 1998.

Signed, sealed and delivered  
in the presence of:

Sarah Ann Gilman  
John A. Silber

[Signature]  
John L. Webb

STATE OF FLORIDA        )  
                                  )SS:  
COUNTY OF ORANGE     )

I HEREBY CERTIFY that on this 31<sup>st</sup> day of August, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

Sarah Ann Gilman  
Signature of Person Taking Acknowledgment  
Notary Public



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP 16 PM 2:50

REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Alba  
John L. Webb  
Registered Agent

Date: 8/31, 1998

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL G  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

**ARTICLE I  
NAME**

The name of the corporation shall be REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II  
DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

**ARTICLE III  
DEFINITIONS**

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

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**ARTICLE V  
REGISTERED OFFICE AND AGENT**

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

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PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc. shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**COPY**  
\_\_\_\_\_  
John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification

**COPY**

*IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW*

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Notary Public

**REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

**COPY**

\_\_\_\_\_  
John L. Webb  
Registered Agent

Date: \_\_\_\_\_, 1998

**COPY**



**BYLAWS  
OF  
REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Parcel G (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 2699 Remington Boulevard, Kissimmee, Florida 34744, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** Unless limited under the Declaration, the Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the

foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the

place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the

adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these Bylaws.

5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or

tampered with in any way;

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

#### Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.



6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7. Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8. Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented

at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. he shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and Lot identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective

Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated

to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principals; or
- (b) A financial report of actual receipts and expenditures, cash basis, which report must show:
  - (1) The amount of receipts and expenditures by classification; and
  - (2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

COPY

APPROVED:

COPY

\_\_\_\_\_  
Name: JOE B. TRAMELL  
Title: Secretary

\_\_\_\_\_  
Name: JOHN L. WEBB  
Title: President

COPY



LARRY WHALEY 43P  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA

CL 98119744 OR 1542/1419  
MMK Rec. Date 10/12/98 Time 11:40

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL H**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789**

**GODBOLD**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL H**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 12<sup>TH</sup> day of OCTOBER, 1998, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, hereinafter referred to as the "DEVELOPER."

**RECITALS**

- A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.
- B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.
- C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.
- D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Additions to Property.** "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article II hereof.

**Section 2. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 3. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

**Section 4. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 5. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

**Section 19. Resident.** "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

**Section 20. Street.** "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Subject to Declaration.** The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Property.** The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

**Section 3. Supplemental Declaration of Covenants and Restrictions.** The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

**Section 4. Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION, shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement

during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

**Section 2. MEMBER's Voting Rights.** The ASSOCIATION shall have two classes of voting membership.

**Class A.** Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

- a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or
- b. On December 31, 2005.

**Section 3. Board of Directors.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

- (a) **Appointed by the DEVELOPER.** The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.
- (b) **Majority Appointed by the DEVELOPER.** Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.
- (c) **Election of the BOARD.** After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.
- (d) **Vacancies.** A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTY

**Section 1. MEMBERS' Easement of Enjoyment.** Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

**Section 2. Title to Common Property.** It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent decided by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as

Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

**Section 3. Extent of MEMBERS' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

**Section 2. Purpose of Assessments.** The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments.

- (a) **Original Assessment.** The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

**Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER.** Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

**Section 8. Monetary Defaults and Collection of Assessments.**

(a) **Fines and Interest.** If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) **Acceleration of Assessments.** If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) **Collection.** In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owned to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) **Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION.** The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.



(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases IA and IB of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

- (1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.
- (2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.
- (3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.
- (4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer, watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

### Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.



**Section 4. Enforcement Rights of Country Club Owner.** The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

**Section 5. Amendments.** No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

**Section 1. Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) **Damages.** Commence an action to recover damages; and/or

(c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

**Section 2. Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

**Section 3. No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

**Section 4. Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

**Section 5. Enforcement by or Against Other Persons.** In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

**Section 6. Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

**Section 1. Indemnification of Officers, Members of the BOARD or Agents.** The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the County Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

Section 7. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 8. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 13. Remington; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: John L. Webb, President

*Sarah Gilman*

Print Name: SARAH GILMAN

*John W. Gilbert*

Print Name: JOHN W. GILBERT

And By: LWL REMINGTON, INC., a  
Florida corporation, its  
general partner

Sarah Gilman

Print Name: SARAH GILMAN

By: [Signature]  
Larry W. Lucas, President

John W. Gilbert

Print Name: John W. Gilbert

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by John L. Webb,  
 as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  
 is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Sarah Ann Gilman  
Signature of Person Taking Acknowledgement  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by Larry W.  
 Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  
 is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Sarah Ann Gilman  
Signature of Person Taking Acknowledgement  
Notary Public

## Legal Description

**REMINGTON PARCEL H - PHASE 1**

A portion of Tract "G", REMINGTON - PHASE 1, according to the plat thereof, as recorded in Plat Book 8, Pages 121 - 124, Public Records of Osceola County, Florida and located in Section 20 and 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of Knightsbridge Boulevard as shown on the plat of "REMINGTON PARCEL G - PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 and 124, Public Records of Osceola County, Florida; thence run N 74°38'44" W, a distance of 280.45 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1860.00 feet and a central angle of 05°07'08"; thence run northwesterly, along the arc of said curve, a distance of 166.18 feet to a point; thence run N 107°4'08" E, a distance of 70.00 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 1930.00 feet and a central angle of 10°04'24"; thence on a chord, bearing of N 84°48'04" W, run 339.32 feet along the arc of said curve to the point of tangency thereof; thence run N 89°50'16" W, a distance of 317.64 feet; thence run N 00°13'15" W, a distance of 531.12 feet; thence run N 89°46'45" E, a distance of 105.00 feet to a point on the westerly line of Tract "C", REMINGTON PARCEL G - PHASE 1; thence along the westerly boundary of said Tract "C", the following twelve (12) courses and distances; thence run S 13°29'19" E, a distance of 49.56 feet; thence run S 16°00'53" E, a distance of 49.19 feet; thence run S 19°32'08" E, a distance of 49.88 feet; thence run S 18°40'56" E, a distance of 54.99 feet; thence run S 18°21'04" E, a distance of 55.38 feet; thence run S 15°12'14" E, a distance of 55.68 feet; thence run S 09°18'35" E, a distance of 55.72 feet; thence run S 03°23'49" E, a distance of 55.73 feet; thence run S 02°30'37" W, a distance of 55.72 feet; thence run N 88°30'11" W, a distance of 125.46 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 575.02 feet and a central angle of 04°40'10"; thence on a chord bearing of S 09°57'10" W, run 46.86 feet along the arc of said curve to the point of tangency thereof; thence run S 12°17'15" W, a distance of 82.73 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 88°32'04"; thence run southeasterly, along the arc of said curve, a distance of 38.63 feet to the point of reverse curvature with a curve, concave southwesterly, having a radius of 1930.00 feet and a central angle of 04°36'05"; thence run southeasterly, along the arc of said curve, a distance of 53.94 feet to the point of tangency thereof; thence run S 74°38'44" E, a distance of 280.45 feet to the northwesterly corner of said Knightsbridge Boulevard; thence run S 15°21'16" W, along the westerly end of said Knightsbridge Boulevard, a distance of 70.00 feet to the POINT OF BEGINNING.

Containing 11.39 acres, more or less.

EXHIBIT "A"

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

4P

CL 2001031007 OR 1842/1768  
SKS Date 03/01/2001 Time 11:38:55

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REMINGTON PARCEL H**

WHEREAS, REMINGTON PARTNERSHIP, a Florida general partnership ("Developer"), whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, previously executed and caused to be recorded that certain Declaration of Protective Covenants and Restrictions for Remington Parcel H, recorded October 12, 1998, in Official Records Book 1542, Pages 1419 through 1461, of the Public Records of Osceola County, Florida, as previously amended or supplemented (the aforesaid Declaration and all amendments and supplements thereto are referred to hereinafter as the "Declaration"); and

WHEREAS, pursuant to Article II of the Declaration, the Developer has the full right and authority to extend the scheme of the Declaration to additional real property other than the real property specifically described in the Declaration as the Property by the filing of record of a Supplemental Declaration; and

WHEREAS, Developer desires to extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto.

NOW, THEREFORE, Remington Partnership ("Developer") does by the execution and recording of this Supplemental Declaration of Protective Covenants and Restrictions extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every of the provisions of the Declaration, including, but not limited to, the levy of assessments on said real property as provided in the Declaration, as if said provisions were fully set forth herein and specifically stated herein and each and every of said provisions are hereby incorporated herein by reference to the Declaration.

IN WITNESS WHEREOF, Remington Partnership has caused this instrument to be executed by a duly authorized officer as of the date indicated below.

Signed, sealed and delivered in our presence:

REMINGTON PARTNERSHIP, a Florida corporation, general partner

By: TW REMINGTON, INC., a Florida corporation, general partner

Tracy L. McFadden  
Signature  
Print Name: Tracy L. McFadden

By: [Signature]  
John L. Webb, President

Tracy L. McFadden  
Signature  
Print Name: Tracy L. McFadden

By: LWL REMINGTON, INC., a Florida corporation, general partner

By: [Signature]  
Larry W. Lucas, President

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2000, by John L. Webb, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership. He

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

Tracy L. McFadden  
Signature of Person Taking Acknowledgment  
Notary Public

 Tracy L. McFadden  
Commission # GG 807354  
Expires Feb. 7, 2003  
Bonded Through  
\_\_\_\_\_ Insurance Co., Inc.

**303**

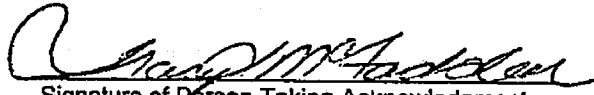


STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this \_\_\_ day of October, 2000, by Larry W. Lucas, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Signature of Person Taking Acknowledgment  
Notary Public



Tracy L. McFadden  
Commission # CG 807354  
Expires Feb. 7, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

2000

EXHIBIT "A"  
Plat of Remington Parcel "H" - Phase 2

Legal Description

A portion of Tract "G", "REMINGTON - PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida and located in Section 24, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of "REMINGTON PARCEL H - PHASE 1", according to the plat thereof, as recorded in Plat Book 10, Pages 146 and 147, Public Records of Osceola County, Florida; thence run N 00°3'15" W, a distance of 665.00 feet to a point on the north line of said Tract "G", "REMINGTON - PHASE 1"; thence run N 89°46'45" E, along the north line of said Tract "G", a distance of 780.00 feet; thence run S 00°13'15" E, a distance of 25.00 feet to the northwest corner of Tract "C", "REMINGTON PARCEL G - PHASE 1", according to the plat thereof, as recorded in Plat Book 10, Pages 144 and 145, Public Records of Osceola County, Florida; thence run southerly along the westerly boundary line of said Tract "C", the following six (6) courses and distances: run S 00°13'15" E, a distance of 358.77 feet; thence run S 00°50'19" E, a distance of 54.68 feet; thence run S 03°20'49" E, a distance of 49.56 feet; thence run S 05°52'57" E, a distance of 49.56 feet; thence run S 08°25'04" E, a distance of 49.56 feet; thence run S 10°57'12" E, a distance of 49.56 feet, to a point on the north line of said "REMINGTON PARCEL H - PHASE 1"; thence run westerly along the northerly boundary line of said "REMINGTON PARCEL H - PHASE 1", the following three (3) courses and distances: run S 77°46'44" W, a distance of 105.00 feet; thence run S 80°21'59" W, a distance of 50.05 feet; thence run S 89°46'45" W, a distance of 652.39 feet to the POINT OF BEGINNING.

Containing 11.92 acres, more or less.

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL H  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc. shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**COPY**  
\_\_\_\_\_  
John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification

**COPY**

*IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW*

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Notary Public

**REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

**COPY**

\_\_\_\_\_  
John L. Webb  
Registered Agent

Date: \_\_\_\_\_, 1998

**10/14**

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DIVISION OF CORPORATIONS  
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**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL H  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.



ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 31<sup>st</sup> day of August, 1998.

Signed, sealed and delivered  
in the presence of:

Sarah Gilman  
John A. Silber

[Signature]  
John L. Webb

STATE OF FLORIDA        )  
                                  )SS:  
COUNTY OF ORANGE     )

I HEREBY CERTIFY that on this 31<sup>st</sup> day of August, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

Sarah Ann Gilman  
Signature of Person Taking Acknowledgment  
Notary Public



REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

John L. Webb  
Registered Agent

Date: 8/31<sup>st</sup>, 1998

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**BYLAWS  
OF  
REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Parcel H (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 2699 Remington Boulevard, Kissimmee, Florida 34744, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** Unless limited under the Declaration, the Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the

foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the

place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the

adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these Bylaws.



5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members, provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

- (1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;
- (2) Each such "Ballot" envelope shall contain only one ballot;
- (3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and
- (4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

- (a) establish that external envelopes were not previously opened or

tampered with in any way;

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7. Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8. Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented

at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and Lot identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (!) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;
2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;
3. All tax returns, financial statements, and financial reports of the Association; and
4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective



Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated

to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principals; or
- (b) A financial report of actual receipts and expenditures, cash basis, which report must show:
  - (1) The amount of receipts and expenditures by classification; and
  - (2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

COPY

APPROVED:

COPY

\_\_\_\_\_  
Name: JOE B. TRAMELL  
Title: Secretary

\_\_\_\_\_  
Name: JOHN L. WEBB  
Title: President

COPY

LARRY WHALEY 43P  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA

CL 98119781 OR 1542/1508  
MMK Rec. Date 10/12/98 Time 11:52

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL I**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789**

**Godbold**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL I**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, hereinafter referred to as the "DEVELOPER."

**RECITALS**

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.

D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Additions to Property.** "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article I hereof.

**Section 2. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 3. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

**Section 4. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 5. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

Section 19. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 20. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Property. The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

Section 3. Supplemental Declaration of Covenants and Restrictions. The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

Section 4. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement



during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

**Section 2. MEMBER's Voting Rights.** The ASSOCIATION shall have two classes of voting membership.

**Class A.** Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

- a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or
- b. On December 31, 2005.

**Section 3. Board of Directors.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

- (a) **Appointed by the DEVELOPER.** The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.
- (b) **Majority Appointed by the DEVELOPER.** Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.
- (c) **Election of the BOARD.** After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.
- (d) **Vacancies.** A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

**Section 1. MEMBERS' Easement of Enjoyment.** Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

**Section 2. Title to Common Property.** It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent decided by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as

Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments.

- (a) Original Assessment. The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases IA and IB of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Soeding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.



## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance on a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

**Section 6. Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

**Section 1. Indemnification of Officers, Members of the BOARD or Agents.** The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

**Section 7. Disputes.** In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

**Section 8. Governing Law.** The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

**Section 9. Invalidation.** The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

**Section 10. Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**Section 11. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

**Section 12. Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

**Section 13. Remington; Non-binding General Plan of Development.** Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC, a Florida corporation, its general partner

By: John L. Webb, President

*Sarah Gilman*

Print Name: SARAH GILMAN

*John L. Gilbert*

Print Name: JOHN L. GILBERT



And By: LWL REMINGTON, INC., a Florida corporation, its general partner

Sarah Gilman  
Print Name: SARAH GILMAN

By: [Signature]  
Larry W. Lucas, President

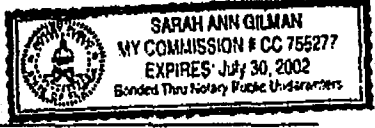
John L. Webb  
Print Name: John L. Webb

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by John L. Webb, as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

[Signature]  
Signature of Person Taking Acknowledgement  
Notary Public



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

[Signature]  
Signature of Person Taking Acknowledgement  
Notary Public



Legal Description

REMINGTON PARCEL I

Tracts "Q" and "Y", and a portion of Tract "G", REMINGTON PHASE 1, according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida and located in Sections 19, 20, 29 and 30, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN of the southwest corner of Knightsbridge Boulevard as shown on the plat of "REMINGTON PARCEL G - PHASE 1", according to the plat thereof, as recorded in Plat Book . . . Public Records of Osceola County, Florida; thence run S 34°58'01" W, a distance of 48.80 feet; thence run N 55°01'59" W, a distance of 21.60 feet; thence run N 38°70'04" W, a distance of 199.20 feet; thence run N 68°25'01" W, a distance of 163.35 feet; thence run S 81°06'54" W, a distance of 283.56 feet; thence run N 63°07'42" W, a distance of 212.95 feet; thence run S 77°32'36" W, a distance of 361.07 feet; thence run S 14°28'43" W, a distance of 122.57 feet; thence run S 73°38'08" W, a distance of 176.61 feet; thence run N 88°05'26" W, a distance of 258.90 feet; thence run S 83°39'58" W, a distance of 241.85 feet; thence run S 56°39'40" W, a distance of 249.06 feet; thence run S 85°40'14" W, a distance of 117.94 feet; thence run N 57°34'01" W, a distance of 160.86 feet; thence run N 32°03'02" W, a distance of 107.76 feet; thence run N 17°03'57" W, a distance of 199.28 feet; thence run N 89°46'45" E, a distance of 494.89 feet; thence run N 53°55'43" E, a distance of 79.36 feet; thence run N 40°06'30" E, a distance of 80.27 feet; thence run N 00°73'15" W, a distance of 541.02 feet; thence run S 89°50'16" E, a distance of 317.17 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1860.00 feet and a central angle of 10°04'24"; thence run southeasterly, along the arc of said curve, a distance of 327.01 feet to the southwest corner of Knightsbridge Boulevard as shown on the plat of "REMINGTON PARCEL H - PHASE 1", according to the plat thereof, as recorded in Plat Book . . . Public Records of Osceola County, Florida; thence along the southern right-of-way line of said Knightsbridge Boulevard the following nine (9) courses and distances; thence continue along the arc of said curve, concave southwesterly, having a radius of 1860.00 feet and a central angle of 05°07'08"; thence run southeasterly, along the arc of said curve, concave southwesterly, having a radius of 865.00 feet and a central angle of 74°38'44" E, a distance of 280.45 feet to a point of curvature of a curve, concave southwesterly, having a radius of 715.00 feet and a central angle of 20°50'35"; thence run southeasterly, along the arc of said curve, a distance of 314.67 feet to the point of tangency thereof; thence run S 53°48'19" E, a distance of 516.9 feet to a point of curvature of a curve, concave southwesterly, having a radius of 715.00 feet and a central angle of 29°01'19"; thence run southeasterly, along the arc of said curve, a distance of 362.15 feet to the point of tangency thereof; thence run S 44°46'35" E, a distance of 99.60 feet to a point of curvature of a curve, concave northeasterly, having a radius of 235.00 feet and a central angle of 28°11'21"; thence run southeasterly, along the arc of said curve, a distance of 115.62 feet to the point of tangency thereof; thence run S 44°46'35" E, a distance of 130.23 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 87°56'17"; thence run southeasterly, along the arc of said curve, a distance of 38.37 feet along the arc of said curve to the POINT OF BEGINNING.

Containing 27.15 acres, more or less.

EXHIBIT "A"

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL I  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

Name

Address

John L. Webb

2699 Remington Boulevard  
Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**COPY**  
\_\_\_\_\_  
John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

**COPY**

*IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW*

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Notary Public

**REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

\_\_\_\_\_  
John L. Webb  
Registered Agent

Date: \_\_\_\_\_ 1998

**COPY**

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL I  
HOMEOWNERS ASSOCIATION, INC.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP 16 PM 3:49

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ARTICLE I  
NAME

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DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

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DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

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ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.



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PURPOSE AND POWERS OF THE ASSOCIATION

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ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 31<sup>st</sup> day of August, 1998.

Signed, sealed and delivered  
in the presence of:

Sarah Gilman  
John W. Gilbert

John L. Webb  
John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this 31<sup>st</sup> day of August, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Sarah Ann Gilman  
Signature of Person Taking Acknowledgment  
Notary Public

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP 16 PM 3:49

REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

John L. Webb  
John L. Webb  
Registered Agent

Date: 8/31<sup>st</sup>, 1998

**BYLAWS  
OF  
REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Parcel I (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 2699 Remington Boulevard, Kissimmee, Florida 34744, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** Unless limited under the Declaration, the Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the

foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the

place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot (giving rise to the voting rights to which the proxy pertains). The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the

adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these Bylaws.



5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or

tampered with in any way;

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7 Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented

at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. he shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and Lot identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:
  - 1. Accurate, itemized, and detailed records of all receipts and expenditures;
  - 2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;
  - 3. All tax returns, financial statements, and financial reports of the Association; and
  - 4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective



Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated

to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principals; or
- (b) A financial report of actual receipts and expenditures, cash basis, which report must show:
  - (1) The amount of receipts and expenditures by classification; and
  - (2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

COPY

APPROVED:

COPY

\_\_\_\_\_  
Name: JOE B. TRAMELL  
Title: Secretary

\_\_\_\_\_  
Name: JOHN L. WEBB  
Title: President

COPY

LARRY WHALEY 43P  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA

CL 98119790 OR 1542/1565  
MMK Rec. Date 10/12/98 Time 12:03

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL J**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BATTAGLIA, P.A.  
222 West Comstock Avenue, Suite 101  
Post Office Box 1984  
Winter Park, Florida 32789**

**GODBOLD**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL J**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 12<sup>th</sup> day of October, 1998, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, hereinafter referred to as the "DEVELOPER."

**RECITALS**

A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.

D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Additions to Property.** "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article I hereof.

**Section 2. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 3. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

**Section 4. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 5. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

**Section 19. Resident.** "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

**Section 20. Street.** "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Subject to Declaration.** The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Property.** The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

**Section 3. Supplemental Declaration of Covenants and Restrictions.** The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

**Section 4. Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement



during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

**Section 2. MEMBER's Voting Rights.** The ASSOCIATION shall have two classes of voting membership.

**Class A.** Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

- a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or
- b. On December 31, 2005.

**Section 3. Board of Directors.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

- (a) **Appointed by the DEVELOPER.** The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.
- (b) **Majority Appointed by the DEVELOPER.** Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.
- (c) **Election of the BOARD.** After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.
- (d) **Vacancies.** A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

**Section 1. MEMBERS' Easement of Enjoyment.** Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

**Section 2. Title to Common Property.** It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent deemed by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as

Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

**Section 3. Extent of MEMBERS' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

**Section 2. Purpose of Assessments.** The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments.

- (a) **Original Assessment.** The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owned to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than one nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of ten feet (10') for a one car garage; twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or one (1), two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lots within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.



## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

**Section 4. Enforcement Rights of Country Club Owner.** The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

**Section 5. Amendments.** No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

**Section 1. Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

- (a) **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) **Damages.** Commence an action to recover damages; and/or
- (c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

**Section 2. Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

**Section 3. No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

**Section 4. Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

**Section 5. Enforcement by or Against Other Persons.** In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

**Section 6. Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

**Section 1. Indemnification of Officers, Members of the BOARD or Agents.** The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

**Section 7. Disputes.** In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

**Section 8. Governing Law.** The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

**Section 9. Invalidation.** The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

**Section 10. Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**Section 11. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

**Section 12. Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

**Section 13. Remington; Non-binding General Plan of Development.** Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: John L. Webb, President

*Sarah Gilman*  
Print Name: SARAH GILMAN

*John L. Webb*  
Print Name: JOHN L. WEBB



And By: LWL REMINGTON, INC., a  
Florida corporation, its  
general partner

Sarah Gilman

Print Name: SARAH GILMAN

By: [Signature]  
Larry W. Lucas, President

John W. Gilbert

Print Name: John W. Gilbert

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by John L. Webb,  
 the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  
 is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



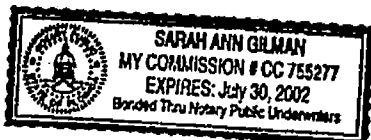
Sarah Ann Gilman  
Signature of Person Taking Acknowledgement  
Notary Public

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1998, by Larry W.  
Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  
 is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Sarah Ann Gilman  
Signature of Person Taking Acknowledgement  
Notary Public

## Legal Description

## REMINGTON PARCEL J

A portion of Tract "G"; "REMINGTON PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida and located in Sections 19 and 20, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of Knightsbridge Boulevard as shown on the plat of "REMINGTON PARCEL H - PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida; thence run S 107°4'08" W, along the westerly end of said Knightsbridge Boulevard, a distance of 70.00 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 1860.00 feet and a central angle of 10°04'24"; thence on a chord bearing of N 84°48'04" W, run 327.01 feet along the arc of said curve to the point of tangency thereof; thence run N 89°50'16" W, a distance of 317.17 feet; thence run S 00°13'15" E, a distance of 541.02 feet; thence run S 40°06'30" W, a distance of 80.27 feet; thence run S 53°55'43" W, a distance of 79.36 feet; thence run S 89°46'45" W, a distance of 494.89 feet to a point on the westerly line of said Tract "G"; "REMINGTON PHASE 1"; thence along said westerly line the following four (4) courses and distances; thence run N 17°03'57" W, a distance of 63.88 feet; thence run N 09°11'51" W, a distance of 396.25 feet; thence run N 50°40'09" W, a distance of 35.81 feet; thence run N 00°09'44" E, a distance of 199.67 feet; thence run N 89°46'45" W, a distance of 277.77 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run northwesterly, along the arc of said curve, a distance of 39.27 feet to a point; thence run N 89°46'45" E, a distance of 90°00'00"; thence on a non-tangent curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 45°13'15" E, run 39.27 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run northwesterly, along the arc of curvature of a curve, concave northwesterly, having a radius of 175.00 feet and a central angle of 19°31'50"; thence run northwesterly, along the arc of said curve, a distance of 59.65 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 70°28'10"; thence run northwesterly, along the arc of said curve, a distance of 30.75 feet to the point of tangency thereof; thence run N 00°13'15" W, a distance of 35.37 feet; thence run N 89°46'45" E, a distance of 50.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°48'50"; thence on a chord bearing of S 45°37'40" E, run 39.63 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 90°48'50"; thence on a non-tangent curve, concave southerly, having a radius of 1035.00 feet and a central angle of 01°11'49"; thence run easterly, along the arc of said curve, a distance of 21.62 feet to a point; thence run S 89°50'16" E, a distance of 375.67 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1930.00 feet and a central angle of 10°04'24"; thence run southeasterly, along the arc of said curve, a distance of 339.32 feet to the POINT OF BEGINNING.

Containing 11.62 acres, more or less.

EXHIBIT "A"

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

4P

CL 2000189578 OR 1817/2248  
MMH Date 12/22/2000 Time 12:01:11

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**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REMINGTON PARCEL K, PHASE 1  
(PARCEL J DECLARATION)**

WHEREAS, REMINGTON PARTNERSHIP, a Florida general partnership ("Developer"), whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, previously executed and caused to be recorded that certain Declaration of Protective Covenants and Restrictions for Remington Parcel J, recorded October 12, 1998, in Official Records Book 1542, Pages 1565 through 1605, of the Public Records of Osceola County, Florida, as previously amended or supplemented (the aforesaid Declaration and all amendments and supplements thereto are referred to hereinafter as the "Declaration"); and

WHEREAS, pursuant to Article II of the Declaration, the Developer has the full right and authority to extend the scheme of the Declaration to additional real property other than the real property specifically described in the Declaration as the Property by the filing of record of a Supplemental Declaration; and

WHEREAS, Developer desires to extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto.

NOW, THEREFORE, Remington Partnership ("Developer") does by the execution and recording of this Supplemental Declaration of Protective Covenants and Restrictions extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every of the provisions of the Declaration, including but not limited to, the levy of assessments on said real property as provided in the Declaration, as if said provisions were fully set forth herein and specifically stated herein and each and every of said provisions are hereby incorporated herein by reference to the Declaration.

IN WITNESS WHEREOF, Remington Partnership has caused this instrument to be executed by a duly authorized officer as of the date indicated below.

Signed, sealed and delivered in our presence:

REMINGTON PARTNERSHIP, a Florida corporation, general partner

By: TW REMINGTON, INC., a Florida corporation, general partner

Tracy L. McFadden  
Signature  
Print Name: Tracy L. McFadden

By: John L. Webb  
John L. Webb, President

Tracy L. McFadden  
Signature  
Print Name: Tracy L. McFadden

By: LWL REMINGTON, INC., a Florida corporation, general partner

By: Larry W. Lucas  
Larry W. Lucas, President

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2000, by John L. Webb, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Tracy L. McFadden  
Commission # 00 807354  
Expires Feb. 7, 2003  
Bonded Through  
Atlantic Road

Tracy L. McFadden  
Signature of Person Taking Acknowledgment  
Notary Public

2000


STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2000, by Larry W. Lucas, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Tracy L. McFadden  
Commission # CG 807354  
Expires Feb. 7, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
Signature of Person Taking Acknowledgment  
Notary Public

COPIES

EXHIBIT "A"  
Plat of Remington Parcel "K" - Phase 1

Legal Description

A portion of Sections 15 and 20, Township 29 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the northwest corner of "REMINGTON PARCEL J", according to the plat thereof, as recorded by Plat Book 10, Pages 142 and 143, Public Records of Osceola County, Florida; thence run N 89°46'45" E, along the north boundary line of said "REMINGTON PARCEL J", a distance of 470.01 feet; thence run S 00°13'15" E, a distance of 131.91 feet; thence run N 89°46'45" E, a distance of 470.01 feet; thence run S 00°13'15" E, a distance of 92.77 feet to a point on the cleared north boundary line of "REMINGTON PARCEL J"; thence run westerly along the north boundary line of said "REMINGTON PARCEL J", the following courses and distances: continue S 00°13'15" E, a distance of 33.37 feet to a point of curvature of a curve, concave northwesterly, having a radius of 7028'10"; thence run southwesterly, along the arc of said curve, a distance of 30.25 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 70°28'10"; thence run southwesterly, along the arc of said curve, a distance of 30.25 feet to the point of curvature of a curve, concave northwesterly, having a radius of 175.00 feet and a central angle of 193°1'50"; thence run southwesterly, along the arc of said curve, a distance of 39.65 feet to the point of tangency thereof, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run northwesterly, along the arc of said curve, a distance of 109.85 feet to a point of curvature of a curve, concave northwesterly, having a radius of 193'1'50"; thence run northwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof, having a radius of 25.00 feet and a central angle of 90°00'00"; thence, on a short bearing of S 44°46'45" W, a distance of 50.00 feet to a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 23.00 feet and a central angle of 50°00'00"; thence, on a short bearing of S 44°46'45" W, run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 89°46'45" W, a distance of 185.00 feet to the POINT OF BEGINNING.

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

3P

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

CL 2003000291 OR 2169/2864  
DLB Date 01/02/2003 Time 10:13:31

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**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REMINGTON PARCEL K, PHASE 3  
(PARCEL J DECLARATION)**

WHEREAS, REMINGTON PARTNERSHIP, a Florida general partnership ("Developer"), whose address is 1420 E. Robinson Street, Orlando, Florida 32801, previously executed and caused to be recorded that certain Declaration of Protective Covenants and Restrictions for Remington Parcel J, recorded October 12, 1998, in Official Records Book 1542, Pages 1565 through 1605, of the Public Records of Osceola County, Florida, as previously amended or supplemented (the aforesaid Declaration and all amendments and supplements thereto are referred to hereinafter as the "Declaration"); and

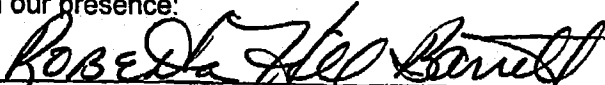
WHEREAS, pursuant to Article II of the Declaration, the Developer has the full right and authority to extend the scheme of the Declaration to additional real property other than the real property specifically described in the Declaration as the Property by the filing of record of a Supplemental Declaration; and

WHEREAS, Developer desires to extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto.

NOW, THEREFORE, Remington Partnership ("Developer") does by the execution and recording of this Supplemental Declaration of Protective Covenants and Restrictions extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every of the provisions of the Declaration, including, but not limited to, the levy of assessments on said real property as provided in the Declaration, as if said provisions were fully set forth herein and specifically stated herein and each and every of said provisions are hereby incorporated herein by reference to the Declaration.


IN WITNESS WHEREOF, Remington Partnership has caused this instrument to be executed by a duly authorized officer as of the date indicated below.

Signed, sealed and delivered  
in our presence:

  
Signature  
Print Name: ROBERTA HILL BARRETT

REMINGTON PARTNERSHIP, a  
Florida corporation, general partner

TW REMINGTON, INC., a  
Florida corporation, general partner

  
Signature  
Print Name: Tiffany A. Jarrell

By:   
John L. Webb, President

Bobbie Hill Barrett  
Signature  
Print Name: BOBBIE HILL BARRETT

By: LWL REMINGTON, INC., a  
Florida corporation, general partner

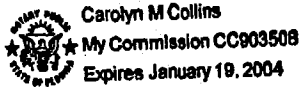
Tiffany A. Barrett  
Signature  
Print Name: Tiffany A. Barrett

By: Larry W. Lucas  
Larry W. Lucas, President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of August, 2002, by JOHN L. WEBB, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



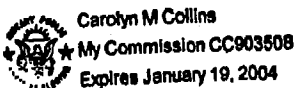
Carolyn M Collins  
Signature of Person Taking Acknowledgment  
Notary Public

COPIES

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of August, 2002, by LARRY W. LUCAS, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Carolyn M Collins  
Signature of Person Taking Acknowledgment  
Notary Public



**EXHIBIT "A"****Legal Description**

A portion of Tract "G", "*REMINGTON - PHASE 1*", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida, lying in Sections 19 and 20, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

*BEGIN* at the northwest corner of "*REMINGTON PARCEL K - PHASE 2*", according to the plat thereof, as recorded in Plat Book 13, Pages 130 and 131, Public Records of Osceola County, Florida; said point lying on the west line of the East 540.0 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 19; thence run N 00°30'35" W, along the west line of the East 540.0 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 19, a distance of 540.76 feet to a point on the north line of the South 754.8 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 19; thence run N 89°46'59" E, along the north line of the South 754.8 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 19, a distance of 540.01 feet to the southwest corner of "*FLORIDA FRUIT BELT SALES COMPANY'S SUBDIVISION NO. 1*", according to the plat thereof, as recorded in Plat Book 1, Pages 55 and 56, Public Records of Osceola County, Florida; thence run N 89°46'45" E, along the south line of "*FLORIDA FRUIT BELT SALES COMPANY'S SUBDIVISION NO. 1*", a distance of 441.29 feet to the northwest corner of "*REMINGTON PARCEL H - PHASE 2*", according to the plat thereof, as recorded in Plat Book 12, Pages 115 through 116, Public Records of Osceola County, Florida; thence run S 00°13'15" E, along the west line of "*REMINGTON PARCEL H - PHASE 2*", a distance of 545.73 feet to a point on the north line of said "*REMINGTON PARCEL K - PHASE 2*"; thence run westerly along the north line of said "*REMINGTON PARCEL K - PHASE 2*", the following courses and distances; run S 89°46'45" W, a distance of 105.00 feet; thence run N 89°22'47" W, a distance of 50.01 feet; thence run S 89°46'45" W, a distance of 660.00 feet; thence run N 85°19'07" W, a distance of 50.18 feet; thence run S 89°46'45" W, a distance of 113.57 feet to the *POINT OF BEGINNING*.

Containing 12.25 acres, more or less.

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL J  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address:

EXHIBIT "B"

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

Name

Address

John L. Webb

2699 Remington Boulevard  
Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**COPY**  
John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

**COPY**

*IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW*

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Notary Public

**REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

**COPY**  
\_\_\_\_\_  
John L. Webb  
Registered Agent  
Date: \_\_\_\_\_, 1998  
**JL**

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL J  
HOMEOWNERS ASSOCIATION, INC.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 SEP 16 PM 3:51

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 2699 Remington Boulevard, Kissimmee, Florida 34744.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 2699 Remington Boulevard, Kissimmee, Florida 34744, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or



investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
John L. Webb	2699 Remington Boulevard Kissimmee, Florida 34744

ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 31<sup>st</sup> day of August, 1998.

Signed, sealed and delivered  
in the presence of:

Sarah C. Linn

John L. Webb

John L. Webb

John L. Webb

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this 31<sup>st</sup> day of August, 1998, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW



Sarah Ann Gilman  
Signature of Person Taking Acknowledgment  
Notary Public

REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

John L. Webb  
Registered Agent

Date: 8/31<sup>st</sup>

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP 16 98 PM 3:52

**BYLAWS  
OF  
REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Parcel J (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 2699 Remington Boulevard, Kissimmee, Florida 34744, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** Unless limited under the Declaration, the Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the

foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the

place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the

adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these Bylaws.

5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4 Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6 Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members, provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7 Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.



5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or

tampered with in any way;

- (b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;
- (c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and
- (d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7. Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting.

6.8. Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented

at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. he shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and Lot identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective

Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated



to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principals; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

COPY

APPROVED:

COPY

\_\_\_\_\_  
Name: JOE B. TRAMELL  
Title: Secretary

\_\_\_\_\_  
Name: JOHN L. WEBB  
Title: President

COPY

LARRY WHALEY 23P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2004068926 OR 2482/2023  
BIW Date 04/08/2004 Time 12:56:33

**DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS**

**EAGLES LANDING  
(REMINGTON PARCEL "L")**

**COPY**

**Return to:  
Berry Walker  
Quail Run at Remington, LC  
1100 North Main Street,  
Kissimmee, Florida 34744**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**EAGLES LANDING**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declarations") is made and entered into as of the 2<sup>nd</sup> day of April, 2004 by Quail Run at Remington, LC a Florida limited liability company, whose address is 1100 North Main Street, Kissimmee, Florida 34744, herein referred to as the "DEVELOPER".

RECITALS

- A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.
- B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.
- C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.
- D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation; not-for-profit, EAGLES LANDING HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. Additions to Property. "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article II hereof.

Section 2. Assessment. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

Section 3. ASSOCIATION. "ASSOCIATION" shall mean the EAGLES LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

Section 4. BOARD. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 5. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean Quail Run at Remington, LC a Florida limited liability company, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

**Section 19. Resident.** "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

**Section 20. Street.** "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Subject to Declaration.** The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Property.** The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

**Section 3. Supplemental Declaration of Covenants and Restrictions.** The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

**Section 4. Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement

during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The ASSOCIATION shall have two classes of voting membership.

Class A. Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have eight (8) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

- a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or
- b. On December 31, 2017.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent decided by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as



Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments:

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(n), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of twenty and no/100 dollars (\$20.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osecula County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

ARTICLE VI  
ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration:

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time, as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each OWNER on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such manner to be acceptable to the governing utility authority.

s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

Section 5. Nonliability for Actions. Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Trechouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.



Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the A<sup>2</sup>B.

Section 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas, and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No one shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

Section 4. Enforcement Rights of Country Club Owner. The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

Section 5. Amendments. No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

- (a) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) Damages. Commence an action to recover damages; and/or
- (c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

Section 3. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 2. Certificate of Termination of Interest. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 3. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 4. Covenants Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 5. Term of the Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

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Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

**Section 7. Disputes.** In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

**Section 8. Governing Law.** The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

**Section 9. Invalidation.** The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

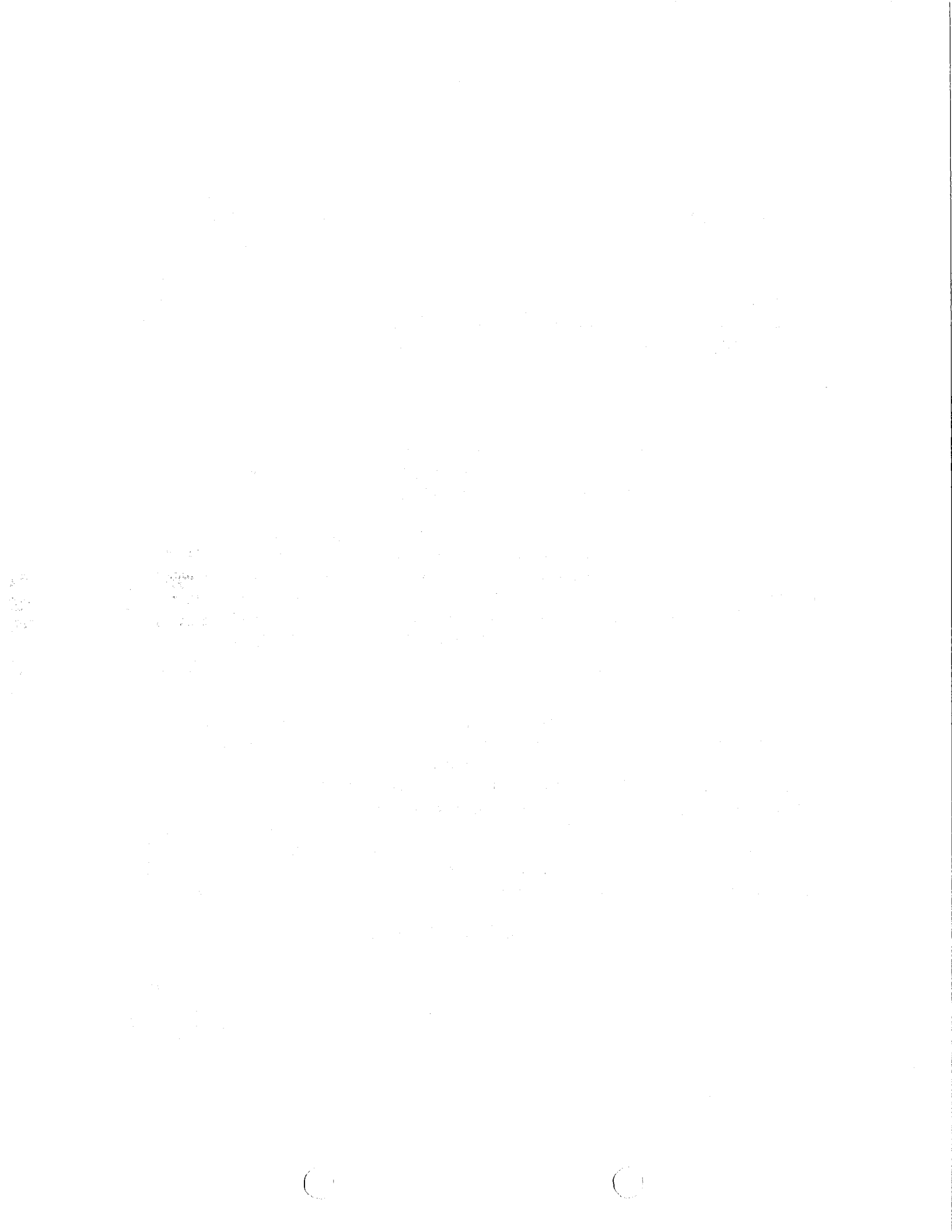
**Section 10. Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**Section 11. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

**Section 12. Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

**Section 13. Remington; Non-binding General Plan of Development.** Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.





COMMITTED  
COPY

Signed, sealed and delivered  
in the presence of:

Quail Run at Remington, LC  
a Florida limited liability company

Christine L. Rios  
Signature of Witness  
Print Name CHRISTINE L. RIOS

By: [Signature]  
Print Name: BERRY WALKER  
As Its: MANAGER

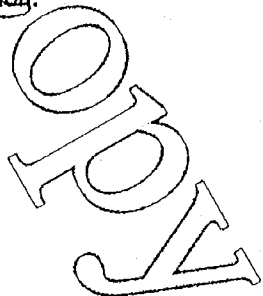
\_\_\_\_\_  
Signature of Witness  
Print Name \_\_\_\_\_

[Signature]  
I. C. BHASAR  
MANAGER

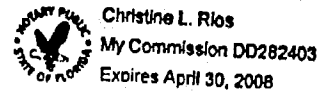
STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF Orange    )

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by Berry Walker as Manager of Eagles Landing at Remington, LC, a Florida limited liability company. He is personally known to me or has produced Drivers Licence as identification.

(NOTARY SEAL)



Christine L. Rios  
(Notary Signature)  
CHRISTINE L. RIOS  
\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_



## Legal Description

## EAGLES LANDING (REMINGTON PARCEL L)

A portion of Parcel "L", "REMINGTON - PHASE 2", according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida and located in Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Parcel "L"; thence run N 89°53'06" E, along the northerly boundary line of said Parcel "L", a distance of 1320.62 feet to a point on the westerly line of "REMINGTON PARCEL M-1", according the plat thereof, as recorded in Plat Book 14, Page 14, pages 123 through 126, Public Records of Osceola County, Florida; thence run along the westerly and northerly lines of said "REMINGTON PARCEL M-1", the following courses and distances; run S 00°17'55" E, a distance of 264.89 feet; thence run S 61°34'44" E, a distance of 56.91 feet; thence run S 47°30'56" E, a distance of 103.08 feet; thence run S 33°28'45" E, a distance of 100.00 feet; thence run S 56°31'15" W, a distance of 380.69 feet; thence run S 43°15'19" W, a distance of 121.61 feet; thence run S 43°00'35" W, a distance of 101.24 feet; thence run S 55°14'23" W, a distance of 95.59 feet; thence run S 66°26'05" W, a distance of 95.59 feet; thence run N 86°35'19" W, a distance of 148.17 feet; thence run S 43°37'06" W, a distance of 331.12 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 1135.78 feet; said point lying on the easterly right-of-way line of Remington Boulevard; thence, departing the northerly line of said "REMINGTON PARCEL M-1", on a chord bearing of N 14°37'33" W, run 1258.99 feet along the arch of said curve and along said easterly right-of-way line through a central angle of 63°30'41" to the POINT OF BEGINNING.

Containing 28.25 acres, more or less.

Return to  
Matt Call  
KB Home Orlando LLC  
8403 South Park Circle Ste. 670  
Orlando, FL 32819

LARRY WHALEY 31P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

This instrument prepared by  
and should be returned to:

CL 2004160378 OR 2573/1830  
HLG Date 08/04/2004 Time 15:03:17

Todd M. Hoepker, P.A.  
P.O. Box 3311  
Orlando, FL 32802-3311  
(407) 426-2060

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
SOMERSET AT REMINGTON**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON (hereinafter referred to as the "Declaration") is made as of this 3<sup>rd</sup> day of August, 2004, by KB HOME ORLANDO, LLC, a Delaware limited liability company, whose address is 8403 South Park Circle, Suite 670, Orlando, Florida 32819 (hereinafter the "Declarant"), which declares hereby that the "Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I.  
DEFINITIONS**

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

1.1 "Additional Properties" shall mean and refer to those lands, being more particularly described on Exhibit "A" attached hereto, which are not initially included among the Properties encumbered hereby, but which may be included among the Properties in the future upon Declarant's execution and recordation of a Supplemental Declaration in accordance with Article II below.

1.2 "Articles" means and refers to the Articles of Incorporation of the Somerset at Remington Homeowners' Association, Inc, a Florida corporation not for profit.

1.3 "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a Lot Owner from time to time.

1.4 "Association" means and refers to Somerset at Remington Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.5 "Board of Directors" means and refers to the board of directors of the Association.

1.6 "Bylaws" means and refers to the Bylaws of the Association.

1.7 "Common Area" means and refers to all real property and all personal property owned by the Association within easements or tracts of land, if any, shown or drawn on the Plat as owned or to be owned by the Association for the common use, enjoyment and benefit of the Owners and all property designated as common areas in any future recorded Supplemental Declaration (but not including any tract dedicated on the Plat to the Osceola County, Florida or another public utility provider); together with the landscaping and any improvements thereon, including, without limitation, all structures, open space, conservation areas, retention areas, masonry walls, walkways, entrance markers, signs, private Streets and Street lights, if any, but excluding any public utility installations thereon.

1.8 "Declarant" means and refers to KB HOME ORLANDO, LLC, a Delaware limited liability company, and its successors and assigns by virtue of such written instruments assigning the rights and obligations of Declarant hereunder which are recorded in the Public Records of Osceola County, Florida. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot.

1.9 "Declaration" means and refers to this Declaration of Conditions, Covenants, Easements, and Restrictions for SOMERSET AT REMINGTON as recorded in the Public Records of Osceola County, Florida, and as the same may be amended from time to time.

1.10 "Drainage Easements" means and refers to the drainage easements declared and reserved on the Plat.

1.11 "Entitled To Vote" means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners, whether or not Entitled To Vote, are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon is Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

1.12 "Institutional Lender" or "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA) or the Veteran's Administration (VA) and to any successor or assignee thereof.

1.13 "Lot" means and refers to any parcel of land as shown on the Plat of the Properties which Lot is intended to have a single family dwelling unit constructed thereon and any other

property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration.

1.14 "Member" means and refers to all those Owners who are Members of the Association as provided in Article III hereof.

1.15 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties.

1.16 "Plat" means and refers to the plat of SOMERSET AT REMINGTON, as recorded among the Public Records of Osceola County, Florida, and more particularly described in Section 2.1 below, together with any plat of additional land made subject to this Declaration and to the jurisdiction of the Association.

1.17 "Properties" means and refers to all of the properties as described in Section 2.1 of this Declaration, and additions thereto, as are now or hereafter made subject to this Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

1.18 "Residence" means and refers to any residential building constructed on a Lot for which a certificate of occupancy has been duly issued.

**ARTICLE II.**  
**PROPERTY SUBJECT TO THIS DECLARATION;**  
**ADDITIONS THERETO**

2.1 Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Osceola County, Florida, and is more particularly described as follows:

SOMERSET AT REMINGTON, according to the Plat thereof, as recorded in Plat Book 16, Pages 178 through 179, of the Public Records of Osceola County, Florida.

all of which real property, and all additions thereto, is herein referred to collectively as the "Properties".

2.2 Supplements. So long as the Class B membership (as herein defined) shall exist and without the prior approval by the Federal Housing Administration or Veteran's Administration, Declarant may from time to time bring all or any portions of the Additional Properties under the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Properties as part of the Properties subject to this Declaration. To the extent that additional real property shall be made a part of the Properties as a common scheme, reference herein to the Properties should be deemed to be a reference to all of such additional

property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Properties.

ARTICLE III.  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, shall acknowledge the authority of the Association as herein stated, and shall agree to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record titleholder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be a Member of the Association unless and until any of said parties obtain or receive fee simple title to such Lot.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Membership shall be all the Owners of Lots (except the Declarant and its successors and assigns as long as the Class B membership shall exist, and thereafter, the Declarant and its successors and assigns shall be Class A Members to the extent each would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) ten (10) years from the date of recording of this Declaration.; (ii) at such time when the votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or (iii) sooner at the election of the Declarant (but only if KB HOME ORLANDO, LLC consents in writing to the transfer during any period of time during which KB HOME ORLANDO, LLC, is the holder of all or any portion of the Declarant's voting rights, which consent shall not be unreasonably withheld), whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the



Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

3.3 Assignment of Voting Rights. For as long as the Declarant is a Class B Member, Declarant shall have the specific right to delegate all voting rights of the Class B Membership to a builder specializing in the development and building of residential homes upon multiple Lots within the Properties.

3.4 General Matters. When reference is made herein, or in the Articles, Bylaws, Association rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members Entitled to Vote and not of the Members themselves.

#### ARTICLE IV.

#### PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

4.1 Members Easements. Each Member, and each tenant, agent and invitee of such Member or tenant, shall have a nonexclusive permanent and perpetual easement over and upon the Common Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Area and facilities and providing services to Owners in compliance with the provisions of this Declaration and with the restrictions on the Plats covering the Properties, as recorded from time to time;

B. The right of the Association to suspend the Owner's voting rights for the nonpayment of Assessments against the Owner's Lot, which Assessments are delinquent in excess of ninety (90) days;

C. The right of the Association to suspend the Owner's use of the Common Area for a period not to exceed sixty (60) days and/or to levy fines against the Owner in accordance with Section 7.1 hereof in response to any infraction of lawfully adopted and published rules and regulations of the Association;

D. The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Lots and Common Area and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; and

E. The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

4.2 Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot.

4.3 Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as required, the Common Area, together with the paving, drainage structures, walls, lighting fixtures and appurtenances, landscaping, sprinkler systems, entrance markers, signs, improvements and other structures installed by the Declarant or the Association situated on the Common Area, if any, with all such work to be done as ordered by the Board of Directors of the Association. In order to maintain, manage and operate the Common Area, and such appurtenances as are described above, the Association shall have the right and authority to enter into such contracts or agreements as the Board of Directors of the Association deem appropriate. Maintenance of any lighting fixtures shall include and extend to payment for all electricity consumed in their illumination.

Each Owner shall be responsible for the maintenance, replacement, and repair of all walls, gates, paving, structures and improvements located on his Lot, other than those specifically provided to be maintained by the Association.

4.4 Utility Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties and the provision of services thereto. In addition, easements over, upon, under, through and across the Common Area are reserved to the Association and the Declarant, and may be declared or granted from time to time by the Declarant during any period that the Declarant shall own at least one (1) Lot, for such further utility, egress, ingress, or drainage easements over and across the Properties as may be required from time to time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Association and part of the Properties or not. Regarding any easement declared by the Declarant, the joinder of the Association or any Lot Owner or Lot Owner's mortgagee shall not be required.

4.5 Drainage Easements. Drainage Easements have been declared and reserved as shown on and created by the Plat. Each Owner of any Lot encumbered by a Drainage Easement upon which a drainage swale is located shall be solely responsible for the repair, replacement, and maintenance of such drainage swale. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures is expressly prohibited. In the event any Owner fails to repair, replace and maintain any drainage swales, or alters or obstructs any piping, drainage swales, facilities or structures, the Association may repair, replace and maintain such drainage swales, facilities and structures and assess such Owner for the costs and expenses incurred in order to accomplish the foregoing. Each Owner hereby grants an easement and license to the Declarant and

the Association over, upon and across such Owner's Lot in order to facilitate and accomplish the foregoing. Further, no Owner shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area which would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Declarant or the Architectural Review Board (as hereinafter defined).

4.6 Ownership. As shown on the Plat, certain of the Common Area is to be owned by the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Properties and such Owners' tenants, guests and invitees. Prior to conveyance of any Lot to a Class A Member, which is financed by a mortgage insured by HUD, FHA and/or VA, the Common Area shall be conveyed to the Association free of all liens and encumbrances except taxes for the year of conveyance, matters set forth on the Plat and those exceptions common to the Properties, which shall accept such conveyance. Beginning on the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area (whether or not then conveyed or to be conveyed to the Association), and such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes and Assessments, if any, assessed against that portion of the Common Area owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded.

The Common Area cannot be mortgaged or conveyed without the approval of two-thirds (2/3) vote of the Members (with no distinctions between classes) voting at an annual or special meeting of the membership of the Association.

4.7 Declarant Offices. Notwithstanding anything herein to the contrary, but subject to approval by the applicable government entities, if required by its laws and ordinances, the Declarant and/or its designated builders shall have the specific right to maintain upon any portion of the Properties (exclusive of Lots which have been conveyed to other Owners) sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its successors, assigns, employees and contractors, for this purpose.

4.8 Provision of Services. The Association is authorized, but shall not be required, to enter into agreements with service providers for the furnishing to all Lots and to all other appropriate locations on the Properties, cable or similar services for television, radio and other communication services, security systems, fire alarm systems and other similar systems and amenities.

4.9 Costs of Work and Services. All work performed and services provided pursuant to this Article and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or

otherwise escape liability for Assessments by non-use of the Common Area or Lots, abandonment of the right to use the Common Area, or by declining or refusing to utilize services provided by the Association.

ARTICLE V.  
ASSOCIATION-COVENANT  
FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligations of the Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any Supplemental Declaration), for all Lots within the Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association the Working Capital Reserve Charges, Transfer Fees, annual Assessments or charges for the maintenance, management, operation and insurance of the Common Areas and other properties that may be otherwise used for the benefit of the Properties as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement Assessments, as provided elsewhere herein and all other charges and Assessments hereinafter referred to, all such Assessments to be fixed, established and collected from time to time as herein provided. In addition, individual Assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others. The Working Capital Reserve Charges, Transfer Fees and the annual, special and other Assessments, together with such interest thereon, attorneys fees and other costs of collection thereof, and any applicable late fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. The Working Capital Reserve Charges and Transfer Fees, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Buyer of such property. Each Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due. Except as provided herein with respect to individual Assessments which may be imposed on one or more Lots and Owners to the exclusion of others, and with respect to Assessments payable by the Declarant, all Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

5.2 Purpose of Assessments. The regular Assessments levied by the Association shall be used exclusively for maintenance, repair, renovation, and construction upon the Common Area and Drainage Easements, the maintenance and repair of such other properties as may be used for the benefit of the Properties, as specifically provided herein, capital improvements, reserves, operating costs of the Association, to pay any service provider for the cost of cable television, radio or other communication service, fire alarm, security alarm, or similar service, which is uniformly provided to all Lots without separate charge to the recipient, and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

5.3 Working Capital Reserve Charge and No Transfer Fee. Upon each closing of the sale of a Residence from the Declarant or a builder, the buyer of such Residence shall pay to the Association the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00), as a contribution to the working capital of the Association (the "Working Capital Reserve Charge"). Said amounts shall not be considered as advance payments of annual Assessments. Declarant and builder(s) shall be exempt from paying any Working Capital Reserve Charges. In addition, upon each closing of the sale of a Residence from the Declarant or a builder, the buyer of such Residence shall pay the amount of the Association's current annual Assessment as a prepayment for the first year of dues. No transfer fee is required upon the closing of a subsequent sale of a Residence from an Owner (other than the Declarant or a builder) to a buyer.

5.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment (not including special and other assessments) per Lot per annum shall be established by the Board of Directors, in its sole and absolute discretion.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased by the amount of thirty percent (30%) or less of the maximum Assessment for the previous year without approval of the Members.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased by an amount greater than thirty percent (30%) above the maximum Assessment for the previous year, as hereinabove provided, upon approval of a two-thirds (2/3) vote of the Members present (in person or by proxy and with no distinction between classes) and voting at a meeting duly called for such purpose.

5.5 No Assessments on Declarant. As referenced in Section 5.14 herein, there shall not be imposed on any Lot owned by Declarant any individual Lot Assessment, special Assessment, Working Capital Reserve Charge or other charge provided for herein because Declarant is obligated to pay any deficits of the Association.

5.6 Exterior Maintenance. The Owner of each Lot shall be obligated to (i) install, maintain in good working condition and, if necessary, replace an irrigation system on such Owner's Lot and (ii) install and at all times maintain Bahia or St. Augustine sod on all portions of said Lot to be covered by grass on such Owner's Lot. The Owner of each Lot shall maintain the exterior of the Residence and the Lot (including, but not limited to, all sod, all landscaping and an irrigation system) at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, or to comply with other provisions of this Declaration, the Association may at its option, after giving the Owner fifteen (15) days' prior written notice sent to his last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of

the Residence located thereon or to comply with other provisions of this Declaration. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole absolute discretion. Declarant, the Association and any and all officers, directors, employees and agents and the Members shall have no liability to the Owner, whether for trespass or otherwise, as a result of such entry upon the Lot, or for any actions taken pursuant to this Section.

5.7 Capital Improvements. Funds which are necessary for the addition of improvements relating to the Common Area or other properties used for the benefit of the Properties and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special Assessments only upon approval by two-thirds (2/3) vote of the Members present (in person or by proxy and with no distinction between classes) and voting at a meeting duly called for such purpose.

5.8 Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 or 5.7 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.9 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance in quarterly installments or by such other periodic installments as may be imposed in the discretion of the Board of Directors of the Association. At the time of the closing of the sale of any Lot (except for the sale of a Residence from the Declarant or a builder), the purchaser thereof shall pay to the Association an amount equal to the lesser of: (i) the full annual Assessment multiplied by a fraction, the numerator of which is the number of days remaining in the year of closing (including the date of closing) and the denominator of which is 365 or (ii) the portion of the full annual Assessment otherwise due and owing for the remainder of the year. The due date of any special Assessment shall be fixed in the Board resolution authorizing such Assessment.

5.10 Certain Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least thirty

(30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the date for payment of the first installment thereof, except as to emergency Assessments. Subject to other provisions hereof, the Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association may charge a reasonable fee for such certificate. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Declarant) for management services or for other services beneficial to the Association or the proper operation and maintenance of the Properties. The Association shall have all other powers provided elsewhere herein, in its Articles of Incorporation and its Bylaws.

5.11 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments), whether general or special, are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent (and, at the option of the Declarant, all general Assessments and special Assessments attributable to the Lot for the existing fiscal year shall be accelerated and shall become immediately due and payable) and shall, together with late charges, bear interest at the maximum legally allowable rate and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property. Each Assessment against a Lot shall also be the personal obligation of the Owner at the time the Assessment fell due.

If any installment of an Assessment is not paid within ten (10) days after the due date, at the option of the Association, a late charge not greater than TWENTY AND NO/100 DOLLARS (\$20.00) in each calendar month may be imposed and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same and/or may record a claim of lien against the Lot on which the Assessments and late charges are unpaid and may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, and/or may pursue one or more of such remedies at the same time or successively. The Association shall also have the right to recover its attorneys' fees (including paralegal fees) and costs, including without limitation costs and expenses for consultation with an attorney because any such sums have not been paid, and costs and expenses charged by such attorney for services related in any way to the failure by an Owner to pay such sums (such as without limitation fees for telephone calls, preparation of correspondence, attendance at meetings, etc.), whether or not suit is filed. Further, in addition to the foregoing, in the event suit is filed, the Association shall have the right to recover all attorneys' fees, paralegals' fees and costs incurred before trial, at trial and upon all appellate levels.

In addition to the rights of collection stated above, if any installment of an Assessment is not paid within fifteen (15) days after the due date, the Board of Directors of the Association may

impose a fine on the Lot for which the Assessment was not paid (and the fine shall also be the personal obligation of the Owner). The fine shall be imposed by the Board of Directors at a duly called meeting in accordance with the Bylaws of the Association, and notice of the fine shall be sent to the Owner by certified mail, return receipt requested, postage prepaid. The Owner may appeal the fine to the Board of Directors in accordance with reasonable procedures prescribed by the Board of Directors from time to time. The determination of the Board of Directors with respect to any such appeal shall be final.

If any such fine is not timely paid, then the fine, together with reasonable costs of collection thereof as provided herein, shall, at the option of the Association, become a continuing lien on the Lot which shall bind such Lot. Additionally, the fine shall also be the personal obligation of the Owner at the time the fine is assessed.

The Association may, at its option, bring an action at law against the Owner personally obligated to pay the fine or may record a claim of lien against the Lot for which the fine is unpaid, and may foreclose the lien against the Lot on which the fine is unpaid, or may pursue one or more such remedies at the same time or successfully.

Any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Area until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 5.12 of this Article.

It shall be the legal right of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

In addition to the rights of collection of Assessments, late charges, and fines stated in this Section, the Association has the right to suspend an Owner's voting rights for any Assessment against the Owner's Lot when payment of the Assessment is delinquent in excess of sixty (60) days.

**5.12 Subordination of the Lien.** The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage to any Institutional Lender and which is now or hereafter placed upon any property subject to Assessment; provided, however, that any such mortgagee when in possession of any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by



and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.13 Collection of Assessments. The Association shall collect the Assessments of the Association.

5.14 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, the Articles or the Bylaws, for as long as (i) Declarant or its successors and assignees is the Owner of any Lot on which a Residence has not yet been constructed, and (ii) Declarant has Class B voting rights, in lieu of payment of the full Assessments for each such Lot, Declarant or its successors and assignees shall pay the amount of any deficits incurred by the Association for expenses incurred in excess of the amounts collected as Assessments. For purposes hereof, the existence, or nonexistence of a deficit for the Association shall be determined on cash basis accounting basis instead of an accrual basis. At the earlier of the time (i) Declarant has turned over the Association and no longer has Class B voting rights or (ii) Declarant has sold and conveyed all its Lots in the Properties, Declarant shall not have further liability for funding any deficits of the Association.

ARTICLE VI.  
CERTAIN RULES AND REGULATIONS

6.1 Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No business, commercial, industrial, trade, professional or other non-residential activity or use of any nature or kind shall be conducted on any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence. Temporary uses by Declarant or its assigns for model homes, sales displays, parking lots, sales offices, construction offices and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Declarant (except if such changes are made by the Declarant) without the consent of the Architectural Review Board as provided herein.

6.2 Opening Walls; Removing Fences or Landscaping. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall or fence, except as such opening is installed by Declarant or the Association. No such building wall or masonry wall or fence, or any associated landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right but shall not be obligated to assign all or any portion of its rights and privileges under this Section to the Association.

6.3 Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities are reserved as shown on the recorded Plats covering the Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Declarant or the

Association or has been so placed with the permission of the Architectural Review Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric and gas utility company, telephone company, the Association, and Declarant and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas and electric, telephone and security lines, cables and conduits, under and through the utility and drainage easements, as the case may be, as shown on the Plats. Declarant and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable, radio, television and security lines within utility easement areas shown on the Plat as well as a perpetual easement for such purpose under and across each Lot from such easement areas to the Residence and other improvements constructed on such Lot.

6.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon or about the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

6.5 Temporary and Other Structures. No structure of a temporary character, or storage shed, utility shed or similar structure, greenhouse, trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, unless approved by the Architectural Review Board, and if approved must be buried or enclosed by a structure approved by the Architectural Review Board.

6.6 Signs. No sign of any kind shall be displayed to the public view on the Properties, except any sign used by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior or on any fences on the Properties, nor on the Common Area, nor on dedicated areas, if any, nor on entryways or any vehicles within the Properties, except such as are placed by the Declarant. Provided, however, one (1) discreet, professionally prepared "For Sale" sign of not more than three (3) square feet may be placed on the Street side of the Lot, subject to prior approval by the Architectural Review Board.

6.7 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

6.8 Animals and Pets. No reptiles, livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon the Properties, except for dogs, cats, aquarium-kept

fish or birds ("Authorized Pets") which may be kept, raised and maintained upon the Properties, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by the Declarant or the Association, in the exercise of their reasonable discretion. Numbers in excess of two (2) of each type of Authorized Pets (other than aquarium-kept fish) shall, *prima facie*, be considered unreasonable. Notwithstanding the foregoing, no Authorized Pet may be kept, raised or maintained on the Properties under circumstances which, in the good faith judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Properties. The Association may investigate all complaints received with respect to any pet being maintained on any property and shall notify the property Owner of such complaint. If three or more complaints of behavior constituting an annoyance, hazard or nuisance with respect to a pet shall be received and, upon investigation, found to be justified, the Association may, by written notice to the Owner, require the permanent removal of such pet; provided however, that if such pet shall be deemed to constitute an imminent danger to others, the Association may without prior notice to the owner of such pet, effect, or require immediate removal thereof. The Association may utilize self-help in effecting the removal of any such offending pet, may obtain the assistance of appropriate governmental agencies or animal control officials, or may seek appropriate affirmative injunctive relief. The grant to the Association of the foregoing powers concerning removal of pets shall not be deemed to impose any duty or obligation to take any such action upon the Association, its directors or members, or any liability for failure to take such action under any circumstances.

For purposes of Section 7.1 hereof, a separate violation shall be deemed to exist for each day an Owner fails to comply with a request from the Association to remove an offending pet.

**6.9 Architectural Control.** No building, addition, wall, fence or other structure or improvement of any nature or kind (including mailboxes, landscaping and exterior paint and finish) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, or composition of the materials used therefor, as may be required by the Architectural Review Board (sometimes referred to herein as the "ARB") have been approved in writing by the ARB named below and all necessary governmental permits are obtained. Each building, addition, wall, fence, mailbox or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. The ARB shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications and plot plans, or any of them, based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall, fence, mailbox or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section.

So long as the Class B Membership exists, the ARB shall be appointed by the Declarant. Thereafter, the ARB shall be a committee composed of or appointed by the Board of Directors of the

Association. During the period in which the Declarant appoints the membership of the ARB, the ARB shall have three (3) members. At such time as the Board of Directors appoints the ARB members, the ARB shall have any number of members, but never less than three (3), as deemed appropriate by the Board of Directors.

The address of the ARB shall be the address of the Declarant or the Association, depending on which party appoints its membership. The Board of Directors of the Association and the ARB may employ personnel and consultants to assist the ARB at the expense of the Association. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this Declaration. The ARB may at its option charge a reasonable fee to act on submissions to it. Additionally, the ARB shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved. The foregoing provisions regarding ARB approval shall not be applicable to the Declarant or to construction activities conducted by the Declarant.

Notwithstanding anything herein to the contrary, the ARB, in its sole and absolute discretion, may grant a variance as to any of the restrictions, conditions and requirements set forth in this Article so long as, in the judgment of the ARB, the noncompliance for which the variance is granted is not of a substantial nature and the granting of the variance shall not unreasonably detract from the use and enjoyment of adjoining Lots and the Properties. In no event shall the granting of a variance in one instance require the ARB to grant a similar or other type of variance in any other instance, it being understood that the granting of variances from the restrictions, conditions and requirements of this Article shall be in the sole and absolute discretion of the ARB.

Notwithstanding anything herein to the contrary, prior to commencing construction of improvements approved by the ARB, the Owner of the Lot upon which such improvements shall be installed shall obtain any and all appropriate governmental permits and approvals and shall construct the improvements in compliance with all terms and conditions of such permits and approvals.

The ARB, the Association and any and all officers, directors, employees and agents and the Members of the Association shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever, by reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval, and each Owner, by acquiring title to any Lot or interest therein, shall be deemed to have agreed that he, she or it shall not be entitled to and shall not bring any action, proceeding or suit against such parties.

Notwithstanding any contained herein, for as long as Declarant and/or any of its designated builders own fee title to any Lot, this Article shall not apply to or bind either Declarant or any of its designated builders. This provision may not be modified, amended or deleted without the express, written consent of the Declarant for so long as it owns any Lot.

6.10 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all Residences, walls and fences may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval of the Architectural Review Board shall be necessary before any such exterior finishing color is changed.

6.11 Commercial Trucks, Trailers, Campers and Boats. No trucks except trucks which (1) have one-half ton capacity or less, (2) have no lettering, (3) have no roof racks or similar racks and (4) do not appear to be commercial trucks (the determination about appearance shall be made by the ARB in its sole discretion) or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, motor cycles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Properties, nor in dedicated areas, unless same shall be parked or stored entirely within and fully enclosed by a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or those required by any builder during construction on any Lot. No on-Street parking shall be permitted that either impairs traffic flow or is not permitted by applicable governmental regulations. In the event any provision of this covenant is breached, the Declarant or the Association may have said truck, commercial vehicle, camper, mobile home, motor home, house trailer, other trailer, recreational vehicle, boat, boat trailer, or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefor against such Owner.

6.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers and their storage areas and the like shall be kept within a garage, placed inside an enclosure approved by the ARB, or behind opaque walls attached to and made a part of the Residence on each Lot, and otherwise in conformity with applicable rules, regulations and approvals. Such containers may not be placed out for collection sooner than the night prior to scheduled collection and must be removed within the night of collection.

6.13 Fences. No fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and color thereof are in accordance with such standards as may be adopted by the ARB and the location and dimensions thereof are approved by the ARB. The ARB shall have the right to adopt such standards, as it deems advisable in regard to the location and height of and colors and materials for any fences installed within the Properties. In no event shall any wall or fence exceed six (6) feet in height or be constructed out of chain-link material.

6.14 Mailboxes. No mailboxes or similar improvement shall be installed on any Lot unless the location thereof has been approved by the ARB and the materials therefor and color thereof have been approved by the ARB and are in accordance with such standards for materials and

colors as may be adopted by the ARB.

6.15 No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Properties which is visible from the adjacent Lots, or the Streets, or any other adjoining portion of the Properties.

6.16 Unit Air Conditioners. No air conditioning units may be mounted through windows or walls or on any roof.

6.17 Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant during construction periods or around any retention or detention areas as required by the applicable government authorities.

6.18 Restrictions on Fixed Game and Play Structures. If permitted by the ARB, all basketball backboards and other fixed game and play structures shall be permitted only if located at the rear of the Residence and only if located within a fence. Tree houses, skateboard ramps, bicycle ramps or platforms of a like kind or nature shall not be constructed on any part of any Lot.

6.19 Swimming Pools and Screening. Plans and specifications for any swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARB.

6.20 Alteration of Lots. No Owner, without the express prior written consent of the ARB, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property. All construction, grading and landscaping shall conform to the drainage swale requirements set forth on the plan of the Properties.

6.21 Storage of Materials. Except for the Declarant and/or any of its distinguished builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Declarant may remove such stored materials. Costs incurred in such removal by the Declarant will become a lien on said Lot, accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion. No building, material or refuse shall be placed or stored on any Lot within twenty (20) feet of any park or edge of any open water or drainage course except that clean fill may be placed nearer, provided that the water or drainage course is not altered or blocked by such fill.

6.22 Destruction By Fire or Other Casualty. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than six (6) months from the time of destruction. If reconstruction or repair of any such Residence is not commenced with said six (6) month period, the Owner thereof shall raze or remove the same promptly from the Owner's Lot.

6.23 Completion of Development. Nothing contained in this Declaration shall be

interpreted or construed to prevent Declarant, its express successors or assigns, its designated builders, or the Declarant's or its designated builders' contractors or subcontractors, from doing or performing on all or any part of the Properties owned or controlled by them whatever they deem reasonably necessary in connection with completion of the development, including without limitation: (a) erecting, constructing and maintaining such structures as may be reasonably necessary for the conduct of their business of completing the development and establishing the Properties as a residential community and disposing of the same in Lots and Residences by sale, lease or otherwise; or (b) conducting thereon its or their business.

6.24 Allowable Trim. No Owner or tenant of a Residence shall install shutters, awnings or other decorative exterior trim, except small exterior decorations such as address plates and name plates, without the prior approval of the ARB.

6.25 Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARB.

6.26 Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Residence.

6.27 Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of four inches (4") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARB. All requests for approval of tree removal shall be submitted to the ARB along with a plan showing generally the location of such trees (s).

6.28 Replacement of Trees. Anyone violating the provisions of Section 6.26 will be required to replace such trees with trees of like kind, size and condition with thirty (30) days after demand by the ARB. If the Owner fails or refuses to replace the trees as demanded, the ARB shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARB, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 6.27 above and this Section 6.28.

6.29 Antenna Restrictions. Satellite reception dishes, outside television or radio antenna, disc, mast aerial or other tower for the purpose of audio or visual reception unless the same must be approved by the ARB. This restriction shall not serve to prohibit Declarant, a builder or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners.

6.30 Clotheslines. Clotheslines are strictly prohibited.

6.31 Exterior Paint. All exterior paint colors shall be subject to prior approval of the

ARB.

6.32 Garage. Each Residence shall have a garage large enough to accommodate at least three (3) cars. Garage doors shall remain in operating condition.

6.33 Residence. Each Residence constructed on a Lot shall have a minimum 1,800 square feet of heated and cooled living area.

6.34 Roofs. The roofs of the main body of all buildings and other structures, including the Residence, shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. No flat roofs shall be permitted without the approval of the Declarant (for as long as Declarant is a Class B Member) and the ARB. The Declarant and ARB may, in their discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofs shall be constructed of shingles or other materials approved by the ARB. The ARB, in its sole and absolute discretion, must approve all roof colors.

6.35 Solar Panels. Solar panels may only be constructed on the roof of a Residence so as not to be visible from the adjacent Street (or configured so as to minimize visibly in the case of corner Lots) and only after review and approval by the ARB, in its sole and absolute discretion. The ARB reserves the right to promulgate such performance standards and requirements, as it may deem desirable in regard to the installation of solar panels. To the extent applicable laws require otherwise, then the terms and conditions of applicable laws shall control.

6.36 Short Term Rentals. ~~The Declarant~~ intends to develop a planned short-term rental community on the Properties. Short term rentals are expressly permitted on the Properties.

6.37 Waiver of Violations of Covenants and Restrictions. When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of this Declaration, the Declarant shall have the right, but not the obligation, at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated, so long as the violation or violations do not conflict with the regulations of Osceola County.

6.38 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth herein set or establish minimum standards in excess of the ordinances, regulations and requirements of the applicable government authorities, including without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth herein shall take precedence and prevail over any such less stringent ordinances, regulations and requirements.

6.39 Additional Rules and Regulations. In addition to the foregoing, the Association shall have the right, power and authority, subject to the prior written consent and approval of



Declarant, to promulgate and impose rules and regulations governing and/or restricting the use of the Properties and Lots, including without limitation rules and regulations relating to the placement or installation of any type of improvement on any Lot, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules and regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all the Properties and the Owners thereof and their successors and assigns, as well as all guests and invitees of and all parties claiming by, through or under such Owners.

ARTICLE VII.  
ENFORCEMENT

7.1 Compliance by Owners. Every Owner shall comply with the terms, provisions, restrictions and covenants set forth herein and any and all rules and regulations, which from time to time may be adopted by the Board of Directors of the Association. The Association may suspend an Owner's use of the Common Area for a period not to exceed sixty (60) days and/or the Association Board of Directors may levy fines against an Owner if the Owner is in violation of any of the terms, provisions, restrictions and covenants set forth herein and/or the rules and regulations of the Association. Suspension of the right to use the common area cannot include impairment of an Owner's right to have ingress to and egress from the Owner's Lot. A fine may not exceed ONE THOUSAND AND NO/00 DOLLARS (\$1,000.00) per violation.

Prior to imposing a fine or suspension on an Owner for the violation of the terms, provisions, restrictions and covenants set forth herein and/or the rules and regulations of the Association, the Association shall provide the Owner with fourteen (14) days notice and an opportunity for a hearing before a committee of three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director or employee.

The Association Board of Directors shall have the power to waive, cancel or reduce any fine imposed upon any Owner.

7.2 Enforcement. The Declarant, the Association, the Association Board of Directors, the ARB, each Owner, or any other party as provided herein shall have the right to enforce this Declaration and the covenants, restrictions and provisions hereof including without limitation bringing the actions and filing and foreclosing the liens described in Article V hereto. In addition, the applicable county or governing water management district shall have the right to enforce this Declaration with respect to the operation and maintenance of the storm water management system for the Properties. Enforcement of this Declaration and the covenants, restrictions and provisions hereof may be accomplished by any proceeding at law or in equity, including without limitation, an action for damages and injunctive relief. The Association shall have the right to suspend the voting rights and use of the Common Area of any defaulting Owner. Failure to enforce any covenant, restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner shall be responsible for all costs incurred in enforcement of this Declaration,

including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, related fees, costs and expense, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

**ARTICLE VIII.**  
**DRAINAGE SYSTEM**

8.1 **Drainage Easements.** Drainage flow shall not be obstructed or diverted from Drainage Easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a Residence. These rights include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Properties that are not located within the specific easement areas designated on the plat of the Properties or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association shall have the sole control over elevations and slopes within Drainage Easements and no Owner may alter any such elevations except upon written consent of the Association and Osceola County. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the applicable governing water management district and the Association.

8.2 **Maintenance, Operation, and Repair of Surface Water or Storm Water Management System and Mitigation Areas.** An MSTU shall operate and maintain the surface water or storm water management system within the Properties and such system is and shall hereafter be owned by the MSTU. Maintenance of the surface water or storm water management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the applicable governing water management district. The MSTU shall operate, maintain, and manage the surface water or storm water management system in a manner consistent with the applicable water management district permit requirements and applicable water management district rules, and shall assist in the enforcement of that portion of this Declaration relating to the surface water or storm water management system. The MSTU shall adopt standards of maintenance and operation for the surface water or storm water management system required by this Declaration. The MSTU is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual or special assessments.

Monitoring and maintenance of any and all mitigation areas, described in the applicable South Florida Water Management District Permit, shall be the responsibility of the MSTU. The

MSTU must successfully complete the mitigation and satisfy permit conditions. The success criteria are described in the permit which is attached as an exhibit hereto.

The Environmental Resource or Surface Water Management Permit is made a part of this document and attached hereto as an exhibit. Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by an authorized officer or agent of the Association and the MSTU for the benefit of the Association.

ARTICLE IX.  
ASSIGNABILITY OF DECLARANT'S RIGHTS

For as long as Declarant is a Class B Member, as provided herein and governed by Section 3.2 above, Declarant shall have the specific right to delegate all powers and rights granted to the Declarant by this Declaration, the Articles and the Bylaws to any builder specializing in the development and building of residential homes upon multiple Lots within the Properties.

ARTICLE X.  
GENERAL PROVISIONS

10.1 Municipal Service Taxing Units. Upon acceptance of any deed or other instrument conveying title to any Lot, each Owner thereof acknowledges that each such Lot is or may be located in one or more municipal service taxing units (each is an "MSTU") for the purpose of providing street lighting and retention pond maintenance or any other purposes for which an MSTU may be established under Florida law. Each Owner agrees to be subject to and bound by such MSTUs and to pay all fees, charges, surcharges, levies and Assessments, in whatsoever nature or form, relating to said districts and/or to the Owner's lot. Further, each Owner agrees that it shall cooperate fully with Declarant or the Association (including joining in any applications for MSTUs) in connection with any efforts of Declarant or the Association to include the Properties in any MSTUs, and to execute any documents or instruments that may be required to do so.

10.2 Insurance and Fidelity Bonds. The Association may obtain and maintain in effect casualty and liability insurance and fidelity bond coverage in form and amounts as may be deemed advisable by the Board of Directors of the Association. Additionally, the Association may obtain and maintain in effect "directors and officers insurance" in form and amounts as may be deemed advisable by the Board of Directors of the Association.

10.3 Duration; Amendment. A) The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years; unless during the last year of its applicability during the initial term or any extension period no less than seventy-five percent (75%) vote of the Members (with no distinction between classes) at a duly noticed meeting of the Association vote in person or by proxy to terminate this Declaration. Provided, however, no such termination shall void the duty of the Association to maintain the storm water management system unless specifically allowed by the applicable governing water

management district. Further, no such termination shall have the effect of terminating any easements herein provided or reserved. Except as otherwise provided herein, this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

B) Notwithstanding any provision to the contrary herein contained, the Declarant shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner, except the Federal Housing Administration (FHA) or the Veterans Administration (VA), or the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC), if such amendment is required in order to cause this Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Declaration, the Articles of Incorporation or Bylaws of the Association need be signed and acknowledged only by the Declarant and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment to this Declaration.

C) As long as there exists a Class B membership in the Association, the Declarant shall have the right to amend this Declaration to correct any omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Declarant, materially and adversely affect substantial property rights of Lot Owners unless the affected Lot Owners consent thereto in writing. The amendment of this Declaration pursuant to this section need be signed and acknowledged only by the Declarant and shall contain a certification that the provisions of this section have been complied with. Any such amendment need not be approved or signed by any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration.

D) Any amendment proposed to this Declaration which would affect the surface water management system, conservation areas, or water management portions of the Common Areas shall be submitted to the South Florida River Water Management District for review prior to finalization of the amendment. The South Florida River Water Management District shall determine if the proposed amendment will require modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida River Water Management District prior to the amendment of this Declaration.

E) All amendments hereto shall be recorded in the Public Records of Osceola County, Florida, and shall not be valid until recorded.

10.4 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

10.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

10.6 Transferability of Declarant's Rights and Interests. It is specifically understood and agreed that Declarant may (but will not necessarily) sell all or a portion of the Properties, and in connection therewith, Declarant might assign to a third party all rights and obligations of Declarant hereunder. In such event, the successor declarant shall be the Declarant under this Declaration and shall have all of the rights, and all of the obligations of a Declarant, which are set forth herein.

10.8 Effective Date. This Declaration shall become effective upon its recordation in the public records of the county in which the Properties are located.

10.9 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as there is a Class B Membership in the Association, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties; mergers and consolidation; mortgaging and/or dedication of Common Areas; dissolution; and amendment of this Declaration (except amendments by Declarant to clarify ambiguities and scrivener's errors).

10.10 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

10.11 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant, the Association or the ARB, such consent, approval or action may be withheld in the sole and absolute discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or the Association shall be deemed completed or substantially completed when so determined, in the discretion of the Declarant or Association, as appropriate.

10.12 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

10.13 Dissolution of Association. In the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the applicable governing water management district, or (ii) all Association assets may be dedicated to any applicable municipal or other governmental authority. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the storm water management system, the Properties and such other property as may be contemplated herein.

10.14 Waiver of Violations. Declarant and its successors or assigns reserve the right to waive any violations of the covenants contained in this Declaration, in the event Declarant shall determine, in its sole and absolute discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

10.15 Constructive Notice and Acceptance. Every person or entity that owns or acquires any right, title or interest in or to any portion of the Property, or any portion thereof, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires such right, title or interest.

10.16 Right of Association to Merge. The Association retains the right to merge with other homeowners associations, provided such homeowners associations are FHA or VA approved subdivisions and provided FHA or VA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Osceola 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;

(a) That a meeting of the homeowners association was held in accordance with its Bylaws;

(b) That a two-thirds (2/3) vote of the Members (with no distinction between classes) 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. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations shall, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the property, rights, and obligations of another association shall, by operation of law, be added to the Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as the overall plan or scheme. No such merger or

consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties.

10.17 Additional Phases.

(a) Notwithstanding any other provisions hereof, the Declarant, in its sole and absolute discretion, may from time-to-time annex, add and subject all or a portion of the Additional Properties or other property not included in the Additional Properties to the terms and conditions of this Declaration as it deems appropriate, without the consent or approval of any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or any other person whether or not elsewhere required for an amendment to this Declaration; provided, however, that any additional properties made subject to this Declaration shall be in accord with the general plan approved by the FHA and/or the VA for the Property. In order to annex all or a portion of the additional properties, the Declarant shall duly execute and record an Supplement to this Declaration in the Public Records of Osceola County, Florida, setting forth the description of that portion of the properties so annexed. Upon the recording of such an Supplement, that portion of the properties so annexed shall be subject to the terms and conditions of this Declaration in the same manner as if subjected hereto at the time of recording of this Declaration and all Owners of the Lots so annexed shall be members of the Association. In the event the Class B Membership had previously been terminated, the annexation and addition of all or a portion of the properties shall reestablish the Declarant's Class B Membership and all rights, privileges and powers pertaining thereto.

(b) To the extent that the Declarant elects to annex and subject to this Declaration all or a portion of the Additional Properties, or any other properties, there is hereby reserved to the Declarant, its successors and assigns, a perpetual non-exclusive easement and license over the roadways, drainage easements and retention ponds located on the Properties for the use by the Declarant, its successors and assigns in connection with the development of the Additional Properties or any other properties.

10.18 Bankruptcy. In the event that the Association is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations as provided in this Declaration, the individual homeowners shall be liable for the costs, on a pro-rata (per lot) basis, for the maintenance, upkeep, repair, and/or replacement of any and all private easements, common property, rights of way, and/or improvements.

10.19 Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 10.3 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND TITLE TO THE PROPERTIES. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION

AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

ARTICLE XI  
GATED COMMUNITY PROVISIONS

11.1 Private Roads. The Common Area to be owned, operated and maintained by the Association will include private roads within the Properties. The first recorded subdivision plat of the Properties plats and designates therein the following specific parcels of land as private roads for which the Association shall remain responsible for the continuing ownership, maintenance, repair and replacement as Common Area under this Declaration:

TRACT "A"

In addition to the aforesaid specific private roads designated on the first plat of the Properties, all tracts designated as private roads on the future plats of the Properties shall become part of the Common Area to be owned and maintained by the Association and specifically in accordance with the provisions of this Article XI (the "Streets"). Declarant has commenced the development of the Properties as a gated community with all Streets now within the Properties being included within the gated community.

11.2 Maintenance; Assessments. Unless the maintenance of the Streets is now or hereafter assumed by a governmental entity, the Association shall maintain the Streets within the Common Area and assess the cost of maintenance to the Members. The estimated maintenance cost shall be included in each annual budget and assessed to each Lot. The Association shall establish and collect reserve funds for the continuing ownership, maintenance, repair and replacement of the Streets within the Property. Such reserve funds shall be established and collected through and as a part of the annual Assessments to be levied and collected in accordance with Article V of this Declaration. The Association shall also have the right to propose a special Assessment, if necessary, to defray the cost of any extraordinary repairs of the Streets, as set forth in Article V. Notwithstanding the foregoing sentence, the Board of Directors of the Association, if it finds that an emergency road repair is needed to promote or insure the health, safety or welfare of the Members, may take such curative action as may be necessary and assess the cost thereof as a special Assessment without the necessity of prior meeting of Members.

11.3 Security. As long as the Streets are not dedicated to a local government, the Association shall have the right to provide for security in order to keep unauthorized persons or vehicles off the Streets and the Properties. The security provisions may include a restricted access point at the subdivision entrance.



**11.4 Access.** Unless otherwise stated herein, the Streets are not required for public use and the Streets and easements are not and will not be a party of the County system of public roads. The Streets and easements shall remain private and the sole exclusive property of the Declarant, its successors and assigns, and shall be conveyed to the Association by fee simple quit claim deed as provided for elsewhere herein. The Declarant does hereby grant to the present and future owners of adjacent lands within the boundaries of the Properties and their guests, invitees and domestic help, and to deliver, pick up and emergency protection services, police, fire and other authorities of the law, United States Postal Service mail carriers, gas, power, telephone, cable, television, street lighting and solid waste service providers, representatives of utilizes which serve the land shown on the Properties, holders of mortgage liens on such lands and such other persons as the Declarant, from time to time, may designate, the non-exclusive and perpetual right of ingress and egress over and across the Streets and easements. Osceola County is also granted the right, in perpetuity, to enter, operate, construct, reconstruct, repair, maintain and inspect all County facilities which have been or will in the future be constructed or installed for the public good and welfare, and which may include but not be limited to the following: water, sanitary sewer, and stormwater sewers.

**11.5 Rights of Declarant.** There is hereby granted a perpetual easement to Declarant, its successors and assigns for the purpose of providing access to prospective purchasers of Lots or of constructed homes. No plan of restricted access through the use of a guard gate or check point may be commenced without the Declarant's consent. This easement will terminate automatically if the access ensured hereby is provided by dedication of the Streets to a local government.

**11.6 Speed Limits.** Subject to applicable law in the event the Streets are dedicated to a local government, traffic through the Streets within the Property shall be limited to a maximum speed of twenty-five (25) miles per hour. The Association may establish a different limit or may establish other traffic regulations as it deems necessary.

**11.7 Conveyance of Streets.** At the time or turnover, Declarant shall convey by quit claim deed its fee simple right, title and interest in and to the Streets as shown on the Plat to the Association, which deed shall be recorded in the public records of Osceola County, Florida and whereupon the Association shall assume the responsibility for the maintenance and repair of the Streets in accordance with the terms and provisions of this Declaration.

**11.8 Representations.** Declarant, the Association and any and all officers, directors, employees and agents and the Members do not make any warranties, representations, promises or agreements with respect to the security of the Properties or the safety of any individuals or their property because of the gates and Streets referenced herein. Declarant, the Association and any and all officers, directors, employees and agents and the Members shall not be responsible or liable for any claims arising out of or relating to any breach or lack of security, burglaries, break-ins, property damage, bodily injuries, other types of personal injuries or any other damages whatsoever by any Owners, or by any of their invitees, licensees, agents, or guests. Each Owner, by acquiring title to any Lot or interest therein, shall be deemed to have agreed that he, she or it shall not bring any action, proceeding or suit against such parties for any causes of action arising out of or relating to an alleged failure to maintain or repair Streets, gates, fences and walls or an alleged failure to maintain security

within the Properties.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions, Easements and Restrictions has been executed as of the date first set forth above.

Signed, sealed, and delivered  
in the presence of:

KB HOME ORLANDO, LLC

Matthew B Call  
Print Name: Matthew B Call

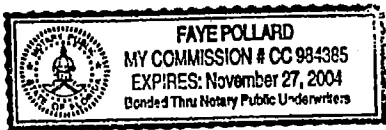
By: Daniel B Green  
DANIEL GREEN, Vice President  
8403 South Park Circle, Suite 670  
Orlando, Florida 32819

John T. Laga  
Print Name: John T. Laga

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2004, by DANIEL GREEN as Vice President of KB HOME ORLANDO, LLC, a Delaware limited liability company, on behalf of said corporation. He is personally known to me or has produced as identification.

(NOTARY SEAL)



Faye Pollard  
Notary Public  
Printed Name: Faye Pollard  
Commission Number: \_\_\_\_\_  
My Commission Expires: 11-27-04

**EXHIBIT "A"****Legal Description***Legal Description*

Parcel "N", "REMINGTON - PHASE 2", according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida, lying in Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of said Parcel "N"; said northeast corner also being a point on a non-tangent curve, concave southwesterly, having a radius of 1700.00 feet and a central angle of 26°45'47"; thence, on a chord bearing of S 21°04'16" E, run 794.07 feet along the arc of said curve to the point of tangency thereof; thence run S 07°41'23" E, a distance of 59.34 feet to a point of curvature of a curve, concave westerly, having a radius of 666.14 feet and a central angle of 14°46'10"; thence run southerly, along the arc of said curve, a distance of 171.71 feet to the point of reverse curvature with a curve, concave easterly, having a radius of 1028.00 feet and a central angle of 07°23'05"; thence run southerly, along the arc of said curve, a distance of 132.50 feet to the point of tangency thereof; thence run S 00°18'17" E, a distance of 70.46 feet; thence run S 89°41'43" W, a distance of 20.00 feet; thence run S 00°18'17" E, a distance of 58.00 feet; thence run S 89°41'43" W, a distance of 671.98 feet; thence run N 81°24'53" W, a distance of 250.59 feet; thence run S 89°40'52" W, a distance of 229.35 feet; thence run N 00°10'22" W, a distance of 3.01 feet; thence run N 89°45'11" W, a distance of 10.39 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 00°07'53"; thence on a chord bearing of N 24°18'02" W, run 20.16 feet along the arc of said curve to a point; thence run S 89°59'31" W, a distance of 31.19 feet; thence run N 00°08'06" W, a distance of 67.88 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 02°22'13"; thence on a chord bearing of N 26°02'15" W, run 363.83 feet along the arc of said curve to a point; thence run N 54°38'44" E, a distance of 1341.63 feet to the POINT OF BEGINNING.

Containing 25.85 acres, more or less.

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

7P

This instrument prepared by and should be returned to:

Gene S. Boger, Esquire  
TAYLOR & CARLS, P.A.  
850 Concourse Parkway South  
Suite 105  
Maitland, Florida 32751  
407-660-1040

CL 2005095577 OR 2762/1762  
HLG Date 04/22/2005 Time 09:24:59

**CERTIFICATE OF FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOMESSET AT REMINGTON**

THIS IS TO CERTIFY attached as Exhibit "A" is a true and correct copy of the first amendment to the Declaration of Covenants, Conditions and Restriction for Somerset at Remington (hereinafter referred to as "Declaration"), the original of which is dated August 3, 2004 and recorded on August 4, 2004 at Official Records Book 2573, Page 1830, Public Records of Osceola County, Florida.

The attached Declaration amendment was duly and properly approved by an instrument signed by not less than ninety percent (90%) of the Owners of Lots within the Property, as reflected by the signature of the Owners of at least ninety percent (90%) of the Lots attached to the end of Exhibit "A", all as required by Article X, Section 10.3 of the Declaration.

Article X, Section 10.9 of the Declaration requires approval by the FHA or the VA for any Declaration amendments. Pursuant to HUD Mortgagee Letter 2003-02, such approval is no longer required by the FHA. Pursuant to a letter dated April 4, 2005 from the Department of Veterans Affairs, such approval is no longer required by the VA. Copies of those letters are attached hereto as Composite Exhibit "B".

EXECUTED at Osceola County, Florida, on this the 7<sup>th</sup> day of April, 2005.

WITNESSES:

**SOMERSET AT REMINGTON HOMEOWNERS'  
ASSOCIATION, INC.**

Michael Smolky  
Print Name: Michael Smolky

Sharon Mantilla  
Print Name: Sharon Mantilla

Karen H. Valeri  
Print Name: KAREN H. VALERI

Sari Wergele  
Print Name: Sari Wergele

By: Matthew B. Call  
Print Name: Matthew B. Call  
President  
Address: 8403 South Park Circle Suite 670  
Orlando FL 32819

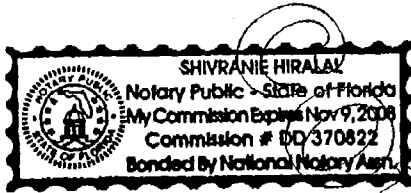
Attest: Matthew D. Wainler  
Print Name: MATTHEW D. WAINLER  
Secretary  
Address: 8403 South Park Circle Suite 670  
Orlando FL 32819

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 7<sup>th</sup> day of April, 2005, by Matt Call and Matthew Wanzek who  are personally known to me to be the President and Secretary, respectively, of SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., or  have produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 7<sup>th</sup> day of April, 2005.



Shivranie Hiralal  
Notary Public-State of Florida  
Print Name: Shivranie Hiralal  
Commission No.: DD 370822  
My Commission Expires: Nov 9, 2008

Som001 cer1

10/27

**EXHIBIT "A"****FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
SOMERSET AT REMINGTON**

1. Article X, Section 10.3(A) of the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON (the "Declaration") is amended to read as follows:

10.3. Duration; Amendment. A) The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years; unless during the last year of its applicability during the initial term or any extension period no less than seventy-five percent (75%) vote of the Members (with no distinction between classes) at a duly noticed meeting of the Association vote in person or by proxy to terminate this Declaration. Provided, however, no such termination shall void the duty of the Association to maintain the storm water management system unless specifically allowed by the applicable governing water management district. Further, no such termination shall have the effect of terminating any easements herein provided or reserved. Except as otherwise provided herein, this Declaration may be amended by the concurrence of at least a majority of the voting interests present, in person or by proxy at a meeting of the Association at which a quorum has been attained. As long as the Declarant is the Owner of any Lot, any amendment to this Declaration which affects the rights of the Declarant shall require the written consent of the Declarant.

2. Article X, Section 10.9 is deleted in its entirety. Subsequent sections in Article X will be renumbered accordingly.

3. Article X, Section 10.16 of the Declaration is amended to read as follows:

10.16 Right of Association to Merge. The Association retains the right to merge with other homeowners associations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations shall, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the property, rights, and obligations of another association shall, by operation of law, be added to the Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as the overall plan or scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties.

THE UNDERSIGNED LOT OWNER(S), HEREBY EVIDENCE OUR APPROVAL OF THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOMERSET AT REMINGTON TO WHICH THIS PAGE WILL BE ATTACHED. IT IS UNDERSTOOD AND AGREED THAT MULTIPLE SIGNATURE PAGES MAY BE USED TO OBTAIN THE NECESSARY APPROVAL OF THE SUBJECT AMENDMENT AND THAT AFTER OBTAINING THE REQUIRED NUMBER OF SIGNATURES ALL OF THE SIGNATURE PAGES WILL BE ATTACHED TO AN EXHIBIT "A" TO BE ATTACHED TO A CERTIFICATE OF AMENDMENT FOR RECORDING IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the following Owner(s) of Lots in Somerset at Remington have caused these presents to be executed.

WITNESS: (1 per Owner signature)

*Loren H. Valeri*  
Print Name: LAREN H. VALERI

Date: 4-7-05

LOT OWNER:

*George O. Glince*  
Print Name: George O. Glince  
Title: President/Vice-President  
Address: 8403 South Park Circle  
Suite 670 Orlando FL 32819  
Lot # 1-121

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-8000**

**OFFICE OF THE ASSISTANT SECRETARY  
FOR HOUSING-FEDERAL HOUSING COMMISSIONER**

January 22, 2003  
MORTGAGEE LETTER 2003-02

**TO: ALL APPROVED MORTGAGEES**

**SUBJECT: Elimination of Planned Unit Development (PUD) Approval Requirements**

This Mortgagee Letter eliminates the Federal Housing Administration's (FHA) policies and procedures for approving Planned Unit Development (PUD) projects. Effective immediately, FHA will no longer require approval of a PUD as a precondition for placing FHA mortgage insurance on a dwelling located in the development. Further, FHA will no longer maintain a list of approved PUDs.

This Mortgagee Letter expands upon actions taken in 1993, when FHA published Mortgagee Letter 93-27, abolishing a variety of PUD approval requirements described in Handbook 4135.1. While portions of FHA's guidelines were lifted, ML 93-27 did not remove all PUD approval requirements. Rather, ML 93-27 stated that PUDs would still be approved "in accordance with outstanding instructions relating to legal documentation and homeowner association budgets."

Based on FHA's extensive experience with PUDs since 1993, the Department has determined that a detailed examination of the legal and budget documents associated with PUDs is no longer necessary. Although the PUD approval requirements will be eliminated, FHA will continue to require the attachment of the PUD Rider (see Attachment XI of Handbook 4165.1) to all mortgages on properties located in PUDs.

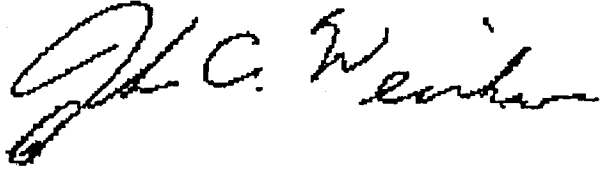
If you have any questions about this Mortgagee Letter, please contact your local Homeownership Centers in Atlanta (888-696-4687), Philadelphia (800-440-8647),





Denver (800-543-9378), or Santa Ana (888-827-5605).

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Weicher". The signature is fluid and cursive, with the first name "John" being the most prominent.

John C. Weicher  
Assistant Secretary for Housing-  
Federal Housing Commissioner

COPY



DEPARTMENT OF VETERANS AFFAIRS  
St. Petersburg Regional Office  
P. O. Box 1437  
St. Petersburg FL 33731

CL 2005095577

OR 2762/1768

In Reply Refer To: 317/261/019

April 4, 2005

✓  
Ms. Tonya R. Westwood  
Taylor & Carls, P. A.  
850 Concourse Parkway South, Suite 105  
Maitland, FL 32751

Dear Ms. Westwood,

Thank you for your fax concerning the request for approval of an amendment to the Declaration of Somerset at Remington Homeowners' Association, Inc.

VA no longer maintains a list of approved Planned Unit Developments. When a lender is processing a loan in a planned unit development it is now up to the lender to ensure that the planned unit development conforms to VA guidelines. I have attached a copy of the pertinent pages from the VA Lender's Handbook on common interest communities. The main area of concern is that the amendment does not create any unreasonable restrictions on use or occupancy.

As long as the amendment does not conflict with VA guidelines, the amendment is acceptable to VA.

Please call me at my direct line, (727) 319-7505 or e-mail me at [CAVKBERN@vba.va.gov](mailto:CAVKBERN@vba.va.gov) with any questions you may have.

Thank you.

Sincerely,

*Kathy Bernheim*  
Kathy Bernheim  
Asst. Valuation Officer

Attachment  
Pages 16-1, 16-2, 16-A-1 - 16-A-4 of VA Lender's Handbook

ARTICLES OF INCORPORATION

OF

SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.

FILED  
04 AUG 26 AM 10:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, the undersigned, all of whom are residents of the State of Florida and this day voluntarily associated themselves together for the purpose of forming a corporation, not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC. (hereafter called the "Association").

ARTICLE II

The principal office of the Association is located at 8403 South Park Avenue, Suite 670, Orlando, Florida 32819.

ARTICLE III

Todd M. Hoepker, whose address is 390 N. Orange Avenue, Suite 1800, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Conditions, Covenants, Easements and Restrictions for Somerset at Remington dated August 3, 2004 and recorded or to be recorded in the Public Records of Osceola County, Florida (the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which

it is formed are to provide for maintenance, preservation and architectural control of the Area within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) vote of Members (with no distinction between classes), mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) vote of the Members (with no distinction between classes), agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area; and

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter

have or exercise.

## ARTICLE VI

### MEMBERSHIP

Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VII

### MEETING OF MEMBERS; QUORUM REQUIREMENTS

The presence at any meeting of Members entitled to cast or of proxies entitled to cast one-third (1/3) of the votes shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws.

## ARTICLE VIII

### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

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

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) ten (10) years from the date of recording of this Declaration.; (ii) at such time when the votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or

(iii) sooner at the election of the Declarant (but only if KB HOME ORLANDO, LLC consents in writing to the transfer during any period of time during which KB HOME ORLANDO, LLC, is the holder of all or any portion of the Declarant's voting rights, which consent shall not be unreasonably withheld), whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

#### ARTICLE IX

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>DIRECTORS</u>
Matthew Call	8403 South Park Avenue Suite 670 Orlando, Florida 32819
Chris Abbott	8403 South Park Avenue Suite 670 Orlando, Florida 32819
Matthew Wanzeck	8403 South Park Avenue Suite 670 Orlando, Florida 32819

At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

#### ARTICLE X

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members (with no distinction between classes). Upon dissolution of the

Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XI

##### DURATION

The Association shall exist perpetually.

#### ARTICLE XII

##### INCORPORATOR

The name and address of the incorporator is as follows:

Todd M. Hoepker  
390 N. Orange Avenue  
Suite 1800  
Orlando, Florida 32801

#### ARTICLE XIII

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of all Members. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the membership duly called for that purpose, or at an annual meeting of the membership; provided, however, the foregoing requirement as to a meeting of the membership shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than seventy-five percent (75%) of the votes of the entire membership sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided.

#### ARTICLE XIV

##### BYLAWS

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all Members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

#### ARTICLE XV

##### FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

#### ARTICLE XVI

##### INDEMNIFICATION

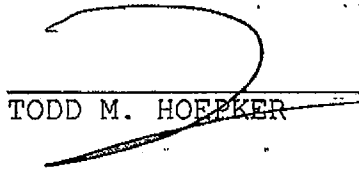
Subject to and consistent with the requirements and procedures for such indemnification under the applicable provisions of the Florida Statutes, the Association shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, committee member or agent of the Association, from and against any and all liabilities, expenses (including attorneys' and paralegals' fees and for all stages prior to and in connection with any such action, suit or proceeding, including all appellate proceedings), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance of



malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

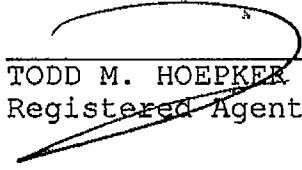
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this August, 2004.

FILED  
04 AUG 26 AM 10:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

  
TODD M. HOEPKER

**STATEMENT OF REGISTERED AGENT**


I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of a registered agent under the Florida Statutes.

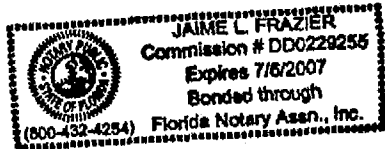
  
TODD M. HOEPKER  
Registered Agent

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2004 by TODD M. HOEPKER who is personally known to me and did not take an oath.

(NOTARY SEAL)

  
Jaime L. Frazier  
NOTARY PUBLIC  
State of Florida



Return to  
Matt Call  
KB Home Orlando LLC  
8403 S. Park Circle Ste. 670  
Orlando, FL 32819

Prepared by: Matt Call.

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

9P

**BYLAWS**

**OF**

CL 2004160379

HLG Date 08/04/2004

OR 2573/1861

Time 15:03:17

**SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is the SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 8403 South Park Circle, Suite 670, Orlando, Florida 32819 but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Unless otherwise provided herein to the contrary, all defined terms utilized herein shall be as defined in that certain Declaration of Conditions, Covenants, Easements and Restrictions for the Somerset at Remington dated August 8<sup>th</sup>, 2004 and recorded on August 4, 2004 in Official Records Book 2573, Page(s) 1830, Public Records of Osceola County, Florida (the "Declaration").

**ARTICLE III**

**MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class

A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposed of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote in attendance shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his

predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the closed of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors may be by secret written ballot or upon open, oral vote. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held no more often than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a

legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not exceed sixty (60) days for infraction of published rules and regulations;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same if such action is deemed to be in the best interests of the Association by the Board of Directors in its discretion.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annual by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association or affix it on



all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books on account; cause any annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Member.

### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Control Committee (except for such period as the same is appointed by the Declarant), as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

### ARTICLE XI

#### ASSESSMENT

As more fully provided in the Declaration, each Member is obligated to pay the Association annual, special, and individual assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum allowable rate, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Somerset at Remington Homeowners' Association, Inc.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### ARTICLE XIV

##### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Somerset at Remington Homeowners' Association, Inc., have hereunto set our hands as of the 3<sup>rd</sup> day of August, 2004.

*m= B L*

\_\_\_\_\_  
MATT CALL

*Chris Abbott*

\_\_\_\_\_  
CHRIS ABBOTT

*Matt Wanzeck*

\_\_\_\_\_  
MATT WANZECK

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Somerset at Remington Homeowners' Association, Inc., a Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 3<sup>rd</sup> day of August, 2004.

*m= B L*

\_\_\_\_\_  
Secretary

LARRY WHALEY 43P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2003205824 OR 2371/2734  
DLB Date 10/28/2003 Time 13:53:43

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL M**

2003

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

**MICHAEL J. SHEAHAN, ESQUIRE  
GODBOLD DOWNING SHEAHAN & BILL, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS**

**REMINGTON PARCEL M**

**KNOW ALL PERSONS BY THESE PRESENTS**, that this Declaration of Protective Covenants and Restrictions (the "Declaration") is made and entered into as of the 10 day of Sept., 2003, by REMINGTON PARTNERSHIP, a Florida general partnership, whose address is 1420 E. Robinson St., Orlando, Florida 32801, hereinafter referred to as the "DEVELOPER."

**RECITALS**

- A. The DEVELOPER is the owner of the Property (as defined in Article I) and desires to create thereon a residential community.
- B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of any open spaces and any other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) hereof.
- C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the covenants and restrictions hereinafter created.
- D. The DEVELOPER will incorporate under the laws of the State of Florida, as a corporation not-for-profit, REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

**DECLARATION**

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

**Section 1. Additions to Property.** "Additions to Property" shall mean and refer to any real property which may become subject to this Declaration in addition to the Property under the provisions of Article II hereof.

**Section 2. Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to, the Original Assessment, the Annual Assessment for Common Expenses and Special Assessment for Capital Improvements.

**Section 3. ASSOCIATION.** "ASSOCIATION" shall mean the REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

**Section 4. BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

**Section 5. Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the BOARD.

**Section 6. Common Property.** "Common Property" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such Common Property by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the District as otherwise provided under this Declaration.

**Section 7. Country Club.** "Country Club" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "Country Club" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the Country Club properties as described in Article VIII hereof.

**Section 8. Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

**Section 9. DEVELOPER.** "DEVELOPER" shall mean REMINGTON PARTNERSHIP, a Florida general partnership, and its successors or assigns as designated in writing by the DEVELOPER.

**Section 10. District.** "District" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.

**Section 11. Governing Documents.** "Governing Documents" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

**Section 12. Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

**Section 13. Lot.** "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

**Section 14. MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

**Section 15. REMINGTON.** "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida, developed by DEVELOPER, of which the Property is a part.

**Section 16. OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 17. Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

**Section 18. Property.** "Property" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "Property" shall also include Additions to Property when added to this Declaration from time to time under the provisions of Article II hereof.

**Section 19. Resident.** "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

**Section 20. Street.** "Street" shall mean and refer to any street or other thoroughfare within the Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Subject to Declaration.** The Property described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Property.** The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Property. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

**Section 3. Supplemental Declaration of Covenants and Restrictions.** The Additions to Property authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as "Supplemental Declaration," with respect to the Additions to Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such 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 to Property, and to identify any Common Property included in the Additions to Property. The OWNER of each Lot in any Additions to Property shall become a MEMBER of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the Additions to Property in which the Lot is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided therein.

**Section 4. Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a MEMBER. No builder or developer (other than the DEVELOPER) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built for them or a Lot and the Improvement

during or after completion of construction and the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder or developer shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. MEMBER's Voting Rights. The ASSOCIATION shall have two classes of voting membership.

Class A. Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each Lot owned by said MEMBER. For purposes of determining voting rights hereunder, the number of Lots owned by the DEVELOPER shall be deemed to include the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established, whether or not yet included in a final plat subdividing the Property into single family residential lots.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of Lots DEVELOPER plans to develop within the Remington Parcel for which this Declaration is established; or

b. On December 31, 2008.

Section 3. Board of Directors. The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

(a) Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than five percent (5%) of the total number of votes of MEMBERS as determined by the Articles.

(b) Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns Lots within the Property.

(c) Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3(a) of this Article III, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

(d) Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a 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.

Section 2. Title to Common Property. It is contemplated under the current overall plans for the Remington Parcel for which this Declaration is established that any Common Property hereunder actually will be owned, operated and maintained by the District. The District shall operate, maintain and, when and to the extent deeded by the DEVELOPER, hold record title to the Common Property. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as



Common Property to be owned and maintained by the ASSOCIATION. Any such additional Common Property to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

Section 3. Extent of MEMBERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the ASSOCIATION, as provided in its Articles and By-Laws, to suspend the right of any MEMBER to use any portion of any Common Property for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) the right of the District or 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 determined by the District or the ASSOCIATION.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Management, maintenance, improvement and beautification of entrance features, open areas, buffer strips, street trees, and any areas of Common Property and improvements thereon;
- (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;
- (d) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (e) Providing police protection and/or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;
- (f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property.

### Section 3. Original and Annual Assessments.

(a) Original Assessment. The amount of the Original Assessment for each Lot shall be determined by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the Lot by the OWNER. The Original Assessment shall be a

recurring charge, payable at the closing of each ensuing transfer of title of a Lot by an OWNER to a new OWNER. The Original Assessment funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the Original Assessment for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the Original Assessment for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a lot; if the licensed builder does not complete the transfer of title to the Lot to a third party within that one year period of time, then the Original Assessment shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a Lot from the DEVELOPER to the licensed residential builder.

(b) Annual Assessment. Until changed by the BOARD in accordance with the terms hereof, the initial amount of the Annual Assessment shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. Contrary to the exemption from the Original Assessment for licensed residential builders as set forth in the foregoing Section 3(a), licensed residential builders shall not be exempt from the Annual Assessment and the applicability and commencement of the Annual Assessment shall be effective at the time of the initial purchase of the Lot by any OWNER, to be prorated in the year of initial purchase of the Lot.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD, upon written notice to the OWNERS, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Special Assessment for Capital Improvements shall be levied against all Lots, including Lots owned by the DEVELOPER and Lots owned by OWNERS who are not MEMBERS.

Section 5. District Administration of Assessments and Expenses. The ASSOCIATION may designate from time to time in its discretion that all Assessments payable under this Declaration to the Association shall be paid by each MEMBER to the District, payable in such manner and at such time as the ASSOCIATION and the District jointly may determine. If the Assessments are paid to the District, then the ASSOCIATION also shall coordinate and designate with the District that all Common Expenses of the ASSOCIATION for which the Assessments were imposed will be paid by the District.

Section 6. Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Lot within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Section 7. Assessments for Common Expenses For Lots Owned by the DEVELOPER. Notwithstanding anything contained in this Article V to the contrary, the DEVELOPER shall not be required to pay Assessments for Lots owned by the DEVELOPER so long as the DEVELOPER remains responsible for any shortfall in the obligations payable by the ASSOCIATION. Also, during the time period the DEVELOPER is responsible for the shortfall, the BOARD may not raise the Annual Assessment set forth in subsection 3(b). If the BOARD levies a Special Assessment the DEVELOPER will be required to pay such Assessment for any Lots owned by the DEVELOPER.

Section 8. Monetary Defaults and Collection of Assessments.

(a) Fines and Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, a fine of fifty and no/100 dollars (\$50.00) per month may be imposed by the ASSOCIATION for each month the Assessment or other monies owed to the ASSOCIATION remains unpaid. All fines collected shall be used for the benefit of the ASSOCIATION. The ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida on all amounts owed to the ASSOCIATION, including unpaid Assessments and fines imposed pursuant to the foregoing provisions; such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Osceola County, Florida, stating the description of the Lot(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Section 9. Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 4. Architectural Review Board Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence, not to exceed thirty-five (35) feet in height, a private and enclosed garage for not less than two nor more than four cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. It is the purpose of this approval to assure that no trees are disturbed and that the Improvement is placed on the Lot in its most advantageous position. Any Lot which is adjacent to any portion of the Country Club property shall have a rear yard setback requirement of not less than fifteen (15) feet. The front, rear and side yard setback requirements for all Improvements shall be governed in accordance with the development guidelines for Phases 1A and 1B of the Remington development, which development guidelines are included as a part of the PUD Amendment for the overall Remington development.

(c) Exterior Color Plan. The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. All windows shall be either white or bronze (not galvanized).

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

(e) Garages. In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, and shall not be enclosed as part of an Improvement.

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

(g) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch (8") concrete block shall not be permitted on the exterior of any house or detached structure. If other concrete block is approved by the ARB, stucco shall be required on all exterior areas, specifically including all sides, backs and gables. The ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or combinations of the foregoing.

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.

(i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB.

(4) Any swimming pool which may be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the framing and screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees of six inches in diameter at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/Remington ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

(o) Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for the mailboxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Improvement, each OWNER, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Improvement.

(p) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the water course is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations.

(q) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

(s) Sidewalks. Concrete sidewalks at least four feet (4') in width shall be installed and maintained on all Lots along the Streets.

**Section 5. Nonliability for Actions.** Neither the ARB, nor the DEVELOPER, nor the ASSOCIATION (or any of their members, officers, directors, or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties. Reviews and approvals by the ARB of any plans, specifications and other matters shall not be deemed to be a review or approval of any plan, design or other matter from the standpoint of insurability, value, soundness or safety, or that it is in conformance with building codes, governmental requirements, etc.

## ARTICLE VII

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the DEVELOPER or the ASSOCIATION, or any assignee of the DEVELOPER or the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry.

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any basketball structure shall be situated perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon.

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.



**Section 10. Drainage Areas.**

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

**Section 11. Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

**Section 12. Signs.** No signs, including "for rent" freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the DEVELOPER, a "for sale" sign shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER.

**Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment.** All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot, Street or Country Club property. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

**Section 14. Solar Collectors.** Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

**Section 15. Maintenance of the Property.** In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, or the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any

payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

**Section 16. Vehicles and Recreational Equipment.** No truck or commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

**Section 17. Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

**Section 19. Underground Utility Lines.** All electric, telephone, gas and other utility lines must be installed underground.

**Section 20. Commercial Uses and Nuisances.** No OWNER may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

**Section 21. Rentals.** There shall be no "short term" rentals of dwellings or any Improvements on the Lots within the Property encumbered by this Declaration. For purposes hereof, "short term" rentals shall be defined in accordance with the Code and Ordinances of Osceola County. Notwithstanding the foregoing, all OWNERS acknowledge and agree that short term rentals may be permitted on other portions of overall Remington development.

**Section 22. Compliance with Documents.** Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the Property. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

**Section 23. Exculpation of the DEVELOPER, the BOARD, and the ASSOCIATION.** The DEVELOPER, the BOARD, and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

**Section 24. Other Restrictions.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

**Section 25. No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

**Section 26. Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article VII by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article V.

## ARTICLE VIII

### COUNTRY CLUB PROPERTY

**Section 1. Description of Country Club.** A portion of the lands in Remington may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Remington property and facilities within Remington. No owner shall have any right, title, interest or membership in or to the country club, golf course or other athletic and recreational facilities other than such membership as the owner may choose to purchase from the owner or operator of the independent country club, golf course, etc.

**Section 2. Ownership of Country Club.** All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the Country Club property, or any other person or entity with regard to the continuing ownership or operation of the Country Club as may be initially established. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of any sale or assumption of operations of the Country Club to any third party. The present or future use of any portion of the overall Remington property as a Country Club, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been established.

**Section 3. Country Club Easements.** The Property and lands within Remington are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are OWNERS or MEMBERS hereunder), employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all Streets located in Remington as may be reasonably necessary to travel from and to the Country Club, and further, over those portions of Remington as may be reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the Streets located within Remington at reasonable times before, during and after golf tournaments and other approved functions held by or at the Country Club.

Also without limiting the generality of the foregoing provisions, members of the Country Club and permitted members of the public shall have an easement to walk on and across any portion of any Lot within the Property (except that this easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each OWNER hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. Any golfer causing damage by his/her errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner and operator of the Country Club property shall have no responsibility or liability whatsoever.

**Section 4. Enforcement Rights of Country Club Owner.** The provisions of this Article VIII and other provisions of this Declaration relating to portions of the Property adjacent to the Country Club have been established for the benefit of the DEVELOPER, the ASSOCIATION, and the owner of the Country Club. The owner of the Country Club property shall have all rights and remedies described in Article IX hereafter for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Country Club.

**Section 5. Amendments.** No amendment to this Article VIII, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Country Club or the use of any Lots adjacent to the Country Club property, may be made without the written approval thereof by the owner of the Country Club. The foregoing provisions restricting any amendments which may affect the Country Club properties shall supersede any other provisions regarding any amendments to this Declaration, specifically including the provisions of Article XI hereof.

## ARTICLE IX

### ENFORCEMENT OF NONMONETARY DEFAULTS

**Section 1. Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

- (a) **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) **Damages.** Commence an action to recover damages; and/or
- (c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

**Section 2. Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article V.

**Section 3. No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

**Section 4. Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

**Section 5. Enforcement by or Against Other Persons.** In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any

provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 6. Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Lot, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE X

### INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article X, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

MISCELLANEOUS PROVISIONS

**Section 1. Assignment of Rights and Duties to ASSOCIATION.** The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

**Section 2. Certificate of Termination of Interest.** Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Osceola County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to the Property than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

**Section 3. Waiver.** The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

**Section 4. Covenants to Run with the Title to the Land.** This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

**Section 5. Term of this Declaration.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of 75% or more of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by owner of the Country Club property. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Osceola County, Florida.

**Section 6. Amendments of this Declaration.** Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Osceola County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment to any provisions set forth in Article VIII of this Declaration shall be effective without the express written joinder and consent of the owner of the Country Club property for whose benefit this Declaration also is being established.

**Section 7. Disputes.** In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

**Section 8. Governing Law.** The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Osceola County, Florida.

**Section 9. Invalidation.** The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

**Section 10. Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**Section 11. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

**Section 12. Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

**Section 13. Remington; Non-binding General Plan of Development.** Any and all existing plans and approvals for lands included within the overall Remington Development set forth only the dynamic design for the presently intended development of Remington, all of which may be modified and amended during the years required to develop the overall Remington properties. Existing plans and approvals for Remington shall not bind the DEVELOPER to make any such use or development of the Remington properties as presently shown on any such plans or approvals. The DEVELOPER hereby reserves the full right and authority at its sole discretion to amend any and all plans and approvals for the overall Remington properties in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Remington properties and in responses to changes in the requirements of governmental authorities or financial institutions.

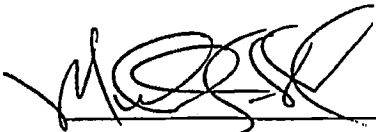
IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be executed in its name as of the day and year first above written.

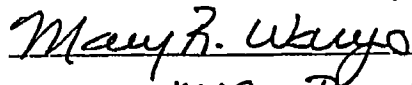
Signed, sealed and delivered in the presence of:

REMINGTON PARTNERSHIP, a Florida general partnership

By: TW REMINGTON, INC., a Florida corporation, its general partner

By: John L. Webb, President

  
\_\_\_\_\_  
Print Name: Michael J. Sheehan

  
\_\_\_\_\_  
Print Name: MARY R. WARGO

*[Handwritten Signature]*

And By: LWL REMINGTON, INC., a Florida corporation, its general partner

By: *[Handwritten Signature]*  
Larry W. Lucas, President

Print Name: Michael J. Sheahan

*[Handwritten Signature]*  
Print Name: MARY R. WARGO

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2003, by John L. Webb, as the President of TW Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

*[Large Diagonal Stamp: COPY]*

*[Handwritten Signature]*  
Signature of Person Taking Acknowledgement  
Notary Public



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2003, by Larry W. Lucas, as President of LWL Remington, Inc., a Florida corporation, and general partner of Remington Partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

*[Handwritten Signature]*  
Signature of Person Taking Acknowledgement  
Notary Public





EXHIBIT A

CL 2003205824

OR 2371/2755

Legal Description

A portion of Parcel "L", "REMINGTON - PHASE 2", according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida, being a portion of Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of "REMINGTON PARCEL M-1", according to the plat thereof, as recorded in Plat Book 14, Pages 123 through 126, Public Records of Osceola County, Florida; said point also being on the east line of said Parcel "L"; thence run S 00°18'18" E, along the east line of said Parcel "L", a distance of 1313.41 feet; thence run S 68°57'48" W, a distance of 822.40 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 1800.00 feet; said point being on the easterly right-of-way line of Remington Boulevard; thence, on a chord bearing of N 31°04'57" W, run 901.44 feet along the arc of said curve and along said right-of-way line through a central angle of 28°41'38" to a point on the southerly boundary line of said "REMINGTON PARCEL M-1"; thence run easterly along the southerly boundary line of said "REMINGTON PARCEL M-1, the following courses and distances: run N 43°04'10" E, a distance of 147.86 feet; thence run N 72°50'31" E, a distance of 209.29 feet; thence run N 71°16'43" E, a distance of 58.78 feet; thence run N 60°06'03" E, a distance of 61.52 feet; thence run N 52°07'06" E, a distance of 76.53 feet; thence run N 39°33'20" E, a distance of 64.88 feet; thence run N 30°08'48" E, a distance of 73.88 feet; thence run N 16°51'29" E, a distance of 87.50 feet; thence run N 07°11'29" W, a distance of 87.50 feet; thence run N 29°37'40" W, a distance of 77.99 feet; thence run N 37°07'08" W, a distance of 50.00 feet; thence run N 40°20'20" E, a distance of 159.57 feet; thence run S 33°28'45" E, a distance of 155.85 feet; thence run S 75°23'34" E, a distance of 140.02 feet; thence run N 56°31'15" E, a distance of 176.47 feet; thence run S 33°28'45" E, a distance of 29.95 feet; thence run N 56°31'15" E, a distance of 285.59 feet to the POINT OF BEGINNING.

Containing 27.25 acres, more or less.

2007

(Remington Parcel M-2)

This instrument prepared by and after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

3P

CL 2004160051 OR 2573/265  
DME Date 08/04/2004 Time 10:37:24

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SUPPLEMENTAL DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**REMINGTON PARCEL M-3**

WHEREAS, REMINGTON PARTNERSHIP, a Florida general partnership ("Developer"), whose address is 1420 E. Robinson Street, Orlando, Florida 32801, previously executed and caused to be recorded that certain Declaration of Protective Covenants and Restrictions for Remington Parcel M, recorded October 28, 2003, in Official Records Book 2371, Page 2734, of the Public Records of Osceola County, Florida, as previously amended or supplemented (the aforesaid Declaration and all amendments and supplements thereto are referred to hereinafter as the "Declaration"); and

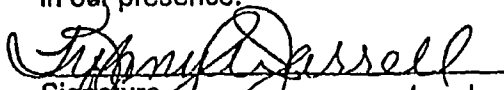
WHEREAS, pursuant to Article II of the Declaration, the Developer has the full right and authority to extend the scheme of the Declaration to additional real property other than the real property specifically described in the Declaration as the Property by the filing of record of a Supplemental Declaration; and

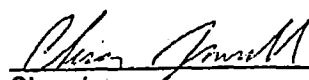
WHEREAS, Developer desires to extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto.

NOW, THEREFORE, Remington Partnership ("Developer") does by the execution and recording of this Supplemental Declaration of Protective Covenants and Restrictions extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every of the provisions of the Declaration, including, but not limited to, the levy of assessments on said real property as provided in the Declaration, as if said provisions were fully set forth herein and specifically stated herein and each and every of said provisions are hereby incorporated herein by reference to the Declaration.

IN WITNESS WHEREOF, Remington Partnership has caused this instrument to be executed by a duly authorized officer as of the date indicated below.

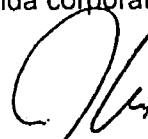
Signed, sealed and delivered  
in our presence:

  
Signature  
Print Name: Tiffany A. Jarrell

  
Signature  
Print Name: Chris Jarrell

REMINGTON PARTNERSHIP, a  
Florida corporation, general partner

By: TW REMINGTON, INC., a  
Florida corporation, general partner

  
By: \_\_\_\_\_  
John L. Webb, President

Tiffany A. Jarrell  
Signature  
Print Name: Tiffany A. Jarrell

By: LWL REMINGTON, INC., a  
Florida corporation, general partner

Chris Jarrell  
Signature  
Print Name: CHRIS Jarrell

By: Larry W. Lucas  
Larry W. Lucas, President

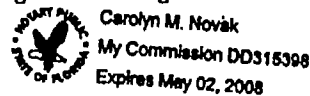
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by JOHN L. WEBB, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership.

He  is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

2004

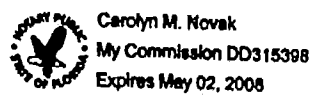
Carolyn M. Novak  
Signature of Person Taking Acknowledgment  
Notary Public  


STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by LARRY W. LUCAS, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

Carolyn M. Novak  
Signature of Person Taking Acknowledgment  
Notary Public  


## EXHIBIT A

A portion of Parcel "L", REMINGTON - PHASE 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida being a portion of Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Parcel "L"; thence run N 00°18'19" W, along the east line of said Parcel "L", a distance of 767.71 feet to the POINT OF BEGINNING; thence run S 68°57'48" W, a distance of 759.13 feet to a point on the easterly right-of-way line of Remington Boulevard; thence run northerly along said easterly right-of-way line the following two (2) courses and distances; run N 07°41'23" W, a distance of 4.59 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1800.00 feet and a central angle of 09°02'45"; thence run northwesterly, along the arc of said curve, a distance of 284.19 feet to a point; thence run N 68°57'48" E, a distance of 822.40 feet to a point on the aforesaid easterly line of said Parcel "L"; thence run S 00°18'19" E, along the east line thereof, a distance of 304.73 feet to the POINT OF BEGINNING.

Containing 5.15 acres, more or less.

COPIED

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

CL. 2004239630 OR 2657/103  
HLG Date 12/15/2004 Time 14:27:00

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**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REMINGTON PARCEL O**

WHEREAS, REMINGTON PARTNERSHIP, a Florida general partnership ("Developer"), whose address is 1420 E. Robinson Street, Orlando, Florida 32801, previously executed and caused to be recorded that certain Declaration of Protective Covenants and Restrictions for Remington Parcel M, recorded October 28, 2003, in Official Records Book 2371, Page 2734, of the Public Records of Osceola County, Florida, as previously amended or supplemented (the aforesaid Declaration and all amendments and supplements thereto are referred to hereinafter as the "Declaration"); and

WHEREAS, pursuant to Article II of the Declaration, the Developer has the full right and authority to extend the scheme of the Declaration to additional real property other than the real property specifically described in the Declaration as the Property by the filing of record of a Supplemental Declaration; and

WHEREAS, Developer desires to extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto.

NOW, THEREFORE, Remington Partnership ("Developer") does by the execution and recording of this Supplemental Declaration of Protective Covenants and Restrictions extend the scheme and operative effect of the Declaration to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every of the provisions of the Declaration, including, but not limited to, the levy of assessments on said real property as provided in the Declaration, as if said provisions were fully set forth herein and specifically stated herein and each and every of said provisions are hereby incorporated herein by reference to the Declaration.

IN WITNESS WHEREOF, Remington Partnership has caused this instrument to be executed by a duly authorized officer as of the date indicated below.

Signed, sealed and delivered  
in our presence:

Joe B. Trammel  
Signature  
Print Name: JOE B. TRAMMEL

Crystal Tiefenbach  
Signature  
Print Name: Crystal Tiefenbach

REMINGTON PARTNERSHIP, a  
Florida corporation, general partner

By: TW REMINGTON, INC., a  
Florida corporation, general partner

By: John L. Webb  
John L. Webb, President

Joe B. Trammell  
Signature  
Print Name: JOE B. TRAMMELL

By: LWL REMINGTON, INC., a  
Florida corporation, general partner

Crystal Tiefenbach  
Signature  
Print Name: Crystal Tiefenbach

By: [Signature]  
Larry W. Lucas, President

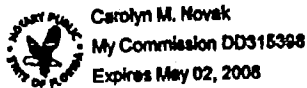
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of October, 2004, by JOHN L. WEBB, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership.

He  is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

[Signature]  
Signature of Person Taking Acknowledgment  
Notary Public



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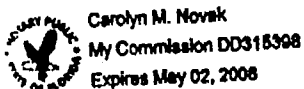
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of October, 2004, by LARRY W. LUCAS, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

[Signature]  
Signature of Person Taking Acknowledgment  
Notary Public



**Exhibit A**

**Legal Description**

Parcel "O", REMINGTON - PHASE 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida, lying in Section 29, Township 25 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the most northerly corner of Parcel "N" of said REMINGTON - PHASE 2; thence run S 54°38'44" W, a distance of 1341.63 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 05°57'36", said point being a point on the easterly limited access right-of-way line of the Florida's Turnpike; thence on a chord bearing of N 30°12'09" W, run 914.80 feet along the arc of said curve and along said easterly limited access right-of-way line, to a point; thence run N 73°38'54" E, a distance of 281.21 feet; thence run N 49°43'39" E, a distance of 860.21 feet; thence run S 46°22'54" E, a distance of 551.12 feet to a point of curvature of a curve, concave southwesterly, having a radius of 1700.00 feet and a central angle of 11°55'45"; thence run southeasterly, along the arc of said curve, a distance of 353.94 feet to the POINT OF BEGINNING.

Containing 24.49 acres, more or less.

**ARTICLES OF INCORPORATION  
OF  
REMINGTON PARCEL M  
HOMEOWNERS ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I  
NAME

The name of the corporation shall be REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II  
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization or similar entity with similar purposes.

ARTICLE III  
DEFINITIONS

The term "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL M recorded in the Public Records of Osceola County, Florida, and all amendments or supplements made thereto. All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the Declaration.

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 1420 E. Robinson Street, Orlando, Florida 32801.

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is 1420 E. Robinson Street, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.



ARTICLE VI  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS

Each Owner, including the Developer, shall be a Member of the Association, subject to limitations applicable to residential builders as provided in the Declaration. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. All voting rights and procedures within the Association shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE VIII  
DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of Directors, and the affairs of the Association shall be administered by the Officers. All matters regarding the Directors and the Officers of the Association, including numbers, election, duration, etc., shall be governed in accordance with the provisions set forth in the Declaration and in the Bylaws.

ARTICLE IX  
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or

investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

#### ARTICLE X BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Limitations. No amendment shall make any changes in the qualifications for membership. No amendment shall be made that is in conflict with the Declaration. HUD/VA shall have a veto power as long as there is a Class B membership over any dissolution of the Association, any amendment of these Articles, any mortgaging of Common Property, any mergers and consolidations affecting this Association, and the annexation of any additional properties.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

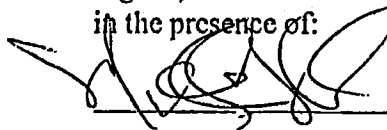
<u>Name</u>	<u>Address</u>
John L. Webb	1420 E. Robinson Street Orlando, Florida 32801


ARTICLE XIII  
NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these Articles to be executed as of the 10<sup>th</sup> day of September, 2003.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

John L. Webb

Mary R. Webb  
\_\_\_\_\_

STATE OF FLORIDA )  
 )SS:  
COUNTY OF ORANGE )

I HEREBY CERTIFY that on this 18<sup>th</sup> day of September, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Webb, the incorporator described in the foregoing Articles of Incorporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC  
RUBBER STAMP SEAL BELOW

Mary R. Wargo  
Signature of Person Taking Acknowledgment  
Notary Public



*COPIES*

REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC.  
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

John L. Webb  
Registered Agent

Date: September 10, 2003

**BYLAWS  
OF  
REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION**

1. **Definitions.** When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Remington Parcel M (the "Declaration") shall have the same meanings as in the Articles and the Declaration.

2. **Identity.** These Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 1420 E. Robinson Street, Orlando, Florida 32801, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** Unless limited under the Declaration, the Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Every Member of the Association, including the Developer, shall have one (1) vote for each Lot to which it holds title. Notwithstanding the

foregoing, the Declaration or the Articles may provide for "Class A" Members and "Class B" Members, in which case such Members shall have the number of votes as designated therein.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a meeting stating the

place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (10) or more than sixty (60) days before the date of the meeting. Notice shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the

adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Appointment of directors, when applicable;
- (g) Appointment of Nominating Committee;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Initial Board. The initial Board shall be comprised of three (3) directors appointed by the Developer. Their terms shall be governed as set forth herein, except that each initial director may be reappointed at the Developer's discretion, if otherwise permitted by these Bylaws.



5.3. Majority Appointed. Thereafter, the Developer may continue to appoint at least a majority of the Board until the earlier of:

(a) Three (3) months after ninety percent (90%) of the Lots that will be ultimately operated by the Association have been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale); or

(b) The time at which such other percentage of Lots has been conveyed to Members other than the Developer (not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereupon for resale) in order to comply with the applicable requirements of any governmental chartered entity (HUD/VA) regarding mortgage financing of Lots; this subsection 5.3(b) shall be applicable only if specifically provided in the Declaration.

5.4. Less Than Majority Appointed. The Developer is entitled to appoint at least one (1) director to the Board so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots that will be ultimately operated by the Association. After the Developer relinquishes control of the Association, the Developer may continue to exercise its voting rights for any remaining Lots held by it in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Board of Directors.

5.5. Right of Members Other Than Developer to Elect Board The right of Members of the Association other than the Developer to elect members of the Board pursuant to Sections 5.3 and/or 5.4 shall be exercised at the next scheduled annual meeting of the Members.

5.6. Number. The Board at all times shall consist of not less than three (3) nor more than nine (9) directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.7. Term of Office. Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.8 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.9 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.10 Election. Elections of the directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.11 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Notwithstanding the foregoing, a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

5.12 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.13 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Developer, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.14 and shall be made in advance of the time fixed in Section 5.12 or the mailing of such ballots to Members.

5.14 Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and

(c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.15 Number of Ballots.

(a) Class A. Each Class A Member, if applicable, shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way;

(2) Each such "Ballot" envelope shall contain only one ballot;

(3) The Members shall be advised that, because of the verification procedures of Section 5.16 the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return; and

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

(b) Class B. Each Class B Member, if applicable, shall receive one ballot upon which all votes held by each Class B Member may be exercised. If there are no separate classes of Members, each Member shall receive one ballot upon which all votes held by that Member may be exercised.

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or

tampered with in any way;

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope;

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

5.17 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2 Regular Meetings. Regular meetings of the board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.4. Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least seven (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7. Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in persons at a meeting

6.8. Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented

at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting, if such action is noticed to the Members as required by Section 6.4 and if a consent in writing setting forth the action so to be taken signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.12 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer The Treasurer shall, have custody of all property of the Association, including funds, securities, and evidences of indebtedness. he shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

## 8. Books and Records.

8.1 Official Records. The Association shall maintain, within the State of Florida, each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and Lot identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; and
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective



Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. **Fiscal Management.** The provisions for fiscal management of the Association are governed by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated

to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not made within thirty-five (35) days after the due date thereof shall become a lien upon the Lot upon the recordation by the Association or its agent of a Claim of Lien setting forth the amount due and the description of the Lot intended to be encumbered. The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, including said costs and fees upon appeal, as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the affected Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial report. The financial report shall consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principals; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of the Board, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Bylaws of REMINGTON Parcel M HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 16<sup>th</sup> day of September, 2003.

APPROVED:

Joe B. Trammell  
Name: JOE B. TRAMELL  
Title: Secretary

[Signature]  
Name: JOHN L. WEBB  
Title: President

COPY



CFN 2012103681  
 Bk 4295 Pgs 2379-2393 (15 Pgs)  
 DATE: 07/12/2012 04:11:56 PM  
 MALCOM THOMPSON, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$129.00

This instrument prepared by and )  
 should be returned to: )  
 )  
 Elizabeth A. Lanham-Patrie, Esquire )  
 TAYLOR & CARLS, P.A. )  
 150 N. Westmonte Dr. )  
 Altamonte Springs, Florida 32714 )  
 (407) 660-1040 )  
 )

**AMENDED AND RESTATED**

**BYLAWS  
 OF**

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.  
 A NONPROFIT ORGANIZATION**

**This amendment is a substantial rewording of the Bylaws of Remington Tract 1-B Homeowners Association, Inc., and its amendments (the "Bylaws"). The Bylaws were not recorded; however, the original Bylaws were approved on April 12, 1996, the First Amendment was approved on October 2, 2003 and the Second Amendment was approved on November 2, 2006. Please see the Bylaws for present text.**

WHEREAS, on August 30, 2001 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of the following Associations into Remington Tract 1-B Homeowners Association, Inc.

1. Remington Tract 1-C Homeowners Association, Inc.;
  2. Remington Tract 1-D Homeowners Association, Inc.;
  3. Remington Tract 1-E Homeowners Association, Inc.;
  4. Remington Tract 1-F Homeowners Association, Inc.;
  5. Remington Parcel G Homeowners Association, Inc.;
  6. Remington Parcel H Homeowners Association, Inc.;
  6. Remington Parcel I Homeowners Association, Inc.; and
  7. Remington Parcel J Homeowners Association, Inc.
- and

WHEREAS, further pursuant to the August 30, 2001 Articles of Merger and the attached amendment to the Articles of Incorporation of Remington Tract 1-B Homeowners Association, Inc., the name of the corporation, Remington Tract 1-B Homeowners Association, Inc., was changed to Remington Master Homeowners Association, Inc., and

WHEREAS, on October 3, 2005 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of the following Associations into Remington

Additions to Bylaws are indicated by **bold underline**; deletions by strikeout.

Master Homeowners Association, Inc.:

1. Eagles Landing Homeowners' Association, Inc.; and
  2. Somerset at Remington Homeowners' Association, Inc.;
- and

WHEREAS, on September 6, 2008 Articles of Merger were filed with the Secretary of State, Division of Corporations setting forth the merger of Remington Parcel M Homeowners Association, Inc., into Remington Master Homeowners Association, Inc.;

and

WHEREAS, pursuant to Section 11.3 of the Bylaws, the Bylaws can be amended upon receiving the affirmative vote of a majority of the votes of the Directors.

NOW THEREFORE, a majority of the Directors have determined that it is in the best interest of the Owners and the Community Association to restate and amend said original Bylaws and its amendments for the purpose of making this document consistent with current Florida law, the Articles of Incorporation and the Declaration, as the Declaration is hereafter defined.

1. **Definitions.** When used in these Amended and Restated Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration shall have the same meanings as in the Articles and the Declaration. As the context requires the term "Declaration" shall mean the following:

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, recorded in Official Records Book 2573, Page 1830 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto; and

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto.

2. **Identity.** These Amended and Restated Bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

2.1 **Office.** The office of the Association shall be located at 225 S. Westmonte Dr., Suite #3310, Altamonte Springs, FL 32714, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualification.** The members of the Association shall consist of every Owner and in the case of multiple Owners, every group of record Owners, of Lots in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. A Member does not have the authority to act

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for the Association by virtue of being a Member. A Member may act only through its voting rights or as is otherwise specifically set forth herein.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the owner is located outside the State of Florida. Any notice requirements set out in these Amended and Restated Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Every Member of the Association shall have one (1) vote for each Lot to which it holds title.

3.4 Designation of Voting Representative. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in writing by any Owner thereof.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Amended and Restated Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of electing directors, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting,

Additions to Bylaws are indicated by **bold underline**; deletions by strikeout.



4.2 Special Members' Meeting. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least ten percent (10%) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of All Meetings of Members. Written notice of a Meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) or more than sixty (60) days before the date of the meeting. Notice shall be provided by first-class mail. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. When mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his/her address as it appears on the books of the Association.

4.4 Quorum. A quorum at Members' meetings shall consist of five percent (5%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting, in person or by proxy, shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Amended and Restated Bylaws, the Articles, or by law. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his/her duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him/her by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, whether or not a quorum exists, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 720.306(7), Florida Statutes. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

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4.7 Order of Business. The order of business at annual Member's meetings, and as far as practical at all other Member's meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Introduction of Candidates;
- (g) Nominations from the floor;
- (h) Election of directors, when applicable, and counting of Ballots;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these Minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

## 5. Board of Directors.

5.1 Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2 Number. The Board shall consist of nine (9) directors. The number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.3 Term of Office. The term of office of each director shall be for staggered terms of three (3) years each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation,

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removal from office or death.

5.4 Removal. Any director may be removed from the Board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership as set forth in Section 720.303(10), Florida Statutes, as amended from time to time. In the event of the death or resignation of a director, his successor shall be selected by the remaining members of the Board, even if the remaining directors constitute less than a quorum, or by the sole remaining director, and shall serve for the unexpired term of his predecessor. In the event of a recall, which seeks the removal of a majority of the Board, then such vacancies on the Board shall be filled as set forth in Section 720.303(10), Florida Statutes, as amended from time to time. In the event of a recall, which seeks the removal of less than a majority of the Board, then such vacancies shall be filled by the remaining members of the Board.

The Board of Directors shall have the power to declare the position of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive Board meetings.

5.5 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.6 Election. Elections of the directors must be conducted at the annual meeting and in accordance with these Amended and Restated Bylaws. All Members of the Association, who are not in violation of Section 720.306(9)(b), Florida Statutes, as amended from time to time, shall be eligible to serve on the Board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their Proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles and these Amended and Restated Bylaws. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

5.7 Nominations. The Board of Directors shall ensure that nomination forms are sent to all Members. Members wishing to have their names placed on the ballot for the election must return the nomination form to the Association, not less than seventy-two (72) hours before the election. Notwithstanding the foregoing, a Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.

5.8 Ballots. All elections to the Board of Directors shall be made on written ballots which shall:

- (a) set forth the names of those who timely returned the nomination form to the Association; and
- (b) contain a space for a write-in vote by the Members for each vacancy.

Each Member, if applicable, shall receive as many ballots as he/she has votes. A vote on the ballot may be exercised by the Member or his/her proxy.

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5.9 Election Committee: Counting of Ballots. On the day of the election, the ballots shall be turned over to an Election Committee which shall consist of three (3) members, who volunteer at the annual meeting and are appointed by the Chairman of the Meeting. The Election Committee shall then count the ballots.

5.10 Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members; provided, however, that the Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

## 6. Meetings of Directors.

6.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege or at Board Meetings where personnel matters are discussed.

6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held as may be determined by the Board and upon giving notice to the Members, as set forth in Section 6.4 herein, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.3 Special Meetings. Special meetings of the Directors may be called by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 6.4. Additionally, not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telephone, telegram, cablegram, facsimile or e-mail, which notice shall state the time, place and purpose of the meeting.

6.4 Notice to Members. Notices of all regular or special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice must be mailed or delivered to each Member at least even (7) days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 100 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. Written notice of any meeting at which a special assessment will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting. The notice requirements set forth in this section also apply to meetings of any committee or similar body, when a final decision will be made regarding the expenditure of association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.5. Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

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6.6. Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the directors, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth in Section 6.4 above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.7 Defects in Notice to Director or Members, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

6.8 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Amended and Restated Bylaws.

6.9 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors and to the Members as required by Section 6.4.

6.10 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.11 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617 and Chapter 720, Florida Statutes, as same may be amended from time to time, the Declaration, the Articles, and these Amended and Restated Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required. Further, the Board of Directors shall have the power to adopt

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Rules and Regulations regarding use of the Lots and the Common Property as those terms are defined in the Declaration.

## **7. Officers.**

7.1 **Officers and Election.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be directors and shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 **President.** The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he/she may in his/her discretion determine appropriate to assist in the conduct of the affairs of the Association. He/she shall serve as chairman of all Board and Members' meetings.

7.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. He/she shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 **Treasurer.** The Treasurer shall have custody of the financial records of the Association, including funds, securities, and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he/she shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 **Compensation.** The compensation, if any, of the officers shall comply with the requirements of Section 720.306(12), Florida Statutes, as amended from time to time.

## **8. Books and Records.**

8.1 **Official Records.** The Association shall maintain, as applicable, within the State of Florida, the official records of the Association as set forth in Section 720.303(4), Florida Statutes, as amended from time to time.

8.2 **Inspection and Copying.** The official records shall be open to inspection

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and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request, via certified mail, for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying. The Association may further impose such other charges as are permitted by Florida law.

8.3. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Amended and Restated Bylaws, to ensure their availability to Members and prospective Members, and may charge only the actual cost of reproducing and furnishing these documents to those persons entitled to receive them.

9. Fiscal Management. The provisions for fiscal management of the Association are governed by the following provisions, as applicable:

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses which are approved by the Board of Directors.

(b) Reserve for Deferred Maintenance. If required by the Board of

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Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the community in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

9.3 Assessments. The manner in which expenses of the Association are shared, and the Members proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different among classes of Members, based upon relevant factors which may include the state of development thereof or level of services received by a class of Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.4 Acceleration of Assessment Installments Upon Default. Installments of assessments are due upon receipt by each Owner of the bill therefor. If an Owner shall fall more than fifteen (15) days in arrears in the payment of an installment of the annual assessment, the Board of Directors may provide written demand to the said Owner specifying that, if the overdue installment or installments are not paid within twenty (20) days from the receipt for the said written demand, then the Board of Directors shall be deemed to have declared the sums to be delinquent and to have accelerated the remaining installments of the annual assessment as of the said twentieth (20th) day, without further notice or demand. The unpaid balance of the delinquent installment, and upon acceleration of the unpaid balance of the annual installment, the entire unpaid balance of the annual assessment, shall bear interest from the date due until paid at the highest rate allowed by law, or at such lesser rate as may be adopted and uniformly applied by the Board. In addition, any payment of assessments not paid when due, shall become delinquent and the delinquent assessment, together with any late charge(s) and the cost of collection thereof, as set forth below, shall be secured by a continuing lien on the Lot and improvements located thereon, which lien shall relate back to the date of

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filing the Declaration, and which shall bind the Lot and improvements of the Owner and his/her heirs, successors, personal representatives and assigns . The said lien shall also secure all costs of collection including, without limitation, costs of legal action and the Association's reasonable attorneys' fees, (including said court costs and attorneys' fees upon appeal, in bankruptcy and with regard to any other actions relating to creditors rights), as well as subsequent installments which are thereafter unpaid when due and while the lien remains unsatisfied. The said costs of collection, including court costs and attorneys' fees shall be recoverable whether or not a lawsuit or administrative proceeding is filed. The lien may be foreclosed in the same manner as a mortgage upon real estate, or the Association, without waiving the right of foreclosure, may pursue collection directly against the Owner.

9.5 Depository. The depository of the Association will be such banks as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.6 Financial Reporting. The Association shall prepare an annual financial report as required pursuant to Section 720.303(7), Florida Statutes, as amended from time. Further, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of such report is available upon request at no charge within the time periods set forth in Section 720.303(7), Florida Statutes, as amended from time to time.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Amended and Restated Bylaws.

11. Amendment. Amendments to these Amended and Restated Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Board of Directors at a meeting of the Directors.

11.2 Notice. Within the time and in the manner provided in these Amended and Restated Bylaws for the giving of notice of meetings of the Board, written notice of the Board Meeting where the proposed amendments shall be considered shall set forth the proposed amendment or a summary of the changes and such notice shall be posted in a conspicuous place in the community.

11.3 Vote. At such meeting of the Board, a vote of the Directors shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Directors.

11.4 Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5 Proviso. No amendment shall make any changes in the qualifications for membership

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nor the voting rights of Members without approval by a majority of the votes of the Members. No amendment shall be made that is in conflict with chapter 617 or Chapter 720, Florida Statutes, as same may be amended from time to time, or with the Declaration or Articles of Incorporation. These Amended and Restated By-Laws were duly and properly amended by the approval of at least a majority of the Board of Directors.

Executed at Kissimmee (city), Osceola County, Florida, on this the 5<sup>th</sup> day of July, 2012.

Signed and deliver in the presence of:

REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.

Lois Kauffman  
Signature of Witness

By: Joseph F. Czarkowski

Lois Kauffman  
Print Name

Print Name: JOSEPH F. CZARKOWSKI  
President

Chassidy Bowles  
Signature of Witness

Address: 2715 SCARBOROUGH CT  
KISSIMMEE, FL 34744

Chassidy Bowles  
Print Name

Lois Kauff  
Signature of Witness

Attest: Karen M. Baker

Lois Kauffman  
Print Name

Print Name: KAREN M. BAKER  
Secretary

Chassidy Bowles  
Signature of Witness

Address: 2570 BROOKSTONE DR.  
KISSIMMEE, FL 34744

Chassidy Bowles  
Print Name

STATE OF FLORIDA  
COUNTY OF Osceola

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of July, 2012, by Joseph F. Czarkowski and Karen M. Baker who  are personally known to me to be the President and Secretary, respectively, of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC., or  have produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses

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freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand in the County and State last aforesaid on this 5 day of July, 2012.

(NOTARY SEAL)

*Kathleen M Bollo*  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Rmh001 Bylaws clean version revised 6.11



COOPY

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**TAYLOR & CARLS, P.A.**

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PATRICK C. HOWELL  
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FAX: (386) 257-3129

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OUTSIDE ORLANDO:  
1-800-395-6235

August 28, 2001

Secretary of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

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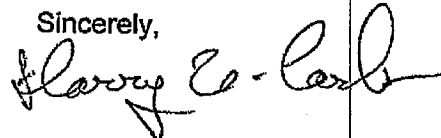
Re: Articles of Merger of  
Remington Tract 1-B Homeowners Association, Inc.;  
Remington Tract 1-C Homeowners Association, Inc.;  
Remington Tract 1-D Homeowners Association, Inc.;  
Remington Tract 1-E Homeowners Association, Inc.;  
Remington Tract 1-F Homeowners Association, Inc.;  
Remington Parcel G Homeowners Association, Inc.;  
Remington Parcel H Homeowners Association, Inc.;  
Remington Parcel I Homeowners Association, Inc.; and  
Remington Parcel J Homeowners Association, Inc.

Dear Sir or Madam:

Please find enclosed herewith original Articles of Merger of the above-captioned associations, along with our client's check made payable to the Secretary of State in the amount of \$358.75, representing payment for filing the above-referenced with the Secretary of State and for a **CERTIFIED COPY** of same. I have enclosed a self-addressed stamped envelope for your convenience in returning the certified copy to this office.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,



Harry W. Carls

/pc

Encls.

cc: Remington Master Homeowners Association, Inc.

Rmh001 ltr8

*merger  
NIC*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FILED

S. PAYNE SEP - 7 2001

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

REMINGTON N97000002204	TRACT	1-C	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON N96000002248	TRACT	1-D	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON N96000002249	TRACT	1-E	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON N96000002251	TRACT	1-F	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON N98000005385	PARCEL	G	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON N98000005390	PARCEL	H	HOMEOWNERS	ASSOCIATION,	INC.,
REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC., N98000005391					
REMINGTON N98000005392	PARCEL	J	HOMEOWNERS	ASSOCIATION,	INC.,

INTO

REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC. which  
changed its name to

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.,** a Florida entity,  
N96000002247

File date: August 30, 2001

Corporate Specialist: Susan Payne

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

OF

REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON TRACT 1-D HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON TRACT 1-F HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.;  
REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.;  
AND  
REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC.

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act pursuant to Section 617. 1105, Florida Statutes.

### ARTICLE I Plan of Merger

A copy of the Plan of Merger of Remington Tract 1-B Homeowners Association, Inc.; Remington Tract 1-C Homeowners Association, Inc.; Remington Tract 1-D Homeowners Association, Inc.; Remington Tract 1-E Homeowners Association, Inc.; Remington Tract 1-F Homeowners Association, Inc.; Remington Parcel G Homeowners Association, Inc.; Remington Parcel H Homeowners Association, Inc.; Remington Parcel I Homeowners Association, Inc.; and Remington Parcel J Homeowners Association, Inc., all of which are Florida not for profit corporations, is hereto attached as Exhibit "A" (hereinafter "Plan of Merger").

### ARTICLE II Approval

There are no members entitled to vote on the Plan of Merger.

The Plan of Merger was adopted by the Board of Directors of REMINGTON TRACT 1-B HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON TRACT 1-C HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON TRACT 1-D HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON TRACT 1-E HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON TRACT 1-F HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON PARCEL G HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON PARCEL H HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON PARCEL I HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of REMINGTON PARCEL J HOMEOWNERS, INC. at a board meeting held on 4/30, 2001. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

**ARTICLE III**  
**Effective Date**


The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

[DOCUMENT CONTINUES ON NEXT PAGE]




IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the day and year written below.

Remington Tract 1-B Homeowners Association, Inc.,  
a Florida not for profit corporation

By:   
LARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

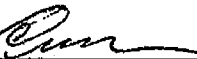
Date: 4/30/, 2001

Remington Tract 1-C Homeowners Association, Inc.,  
a Florida not for profit corporation

By:   
LARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)


Date: 4/30, 2001

Remington Tract 1-D Homeowners Association, Inc.,  
a Florida not for profit corporation

By:   
LARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

Remington Tract 1-E Homeowners Association, Inc.,  
a Florida not for profit corporation

By:   
LARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

[DOCUMENT CONTINUES ON NEXT PAGE]

Remington Tract 1-F Homeowners Association, Inc.,  
a Florida not for profit corporation

By: *[Signature]*  
CARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

Remington Parcel G Homeowners Association, Inc.,  
a Florida not for profit corporation

By: *[Signature]*  
CARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

Remington Parcel H Homeowners Association, Inc.,  
a Florida not for profit corporation

By: *[Signature]*  
CARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

Remington Parcel I Homeowners Association, Inc.,  
a Florida not for profit corporation

By: *[Signature]*  
CARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

Remington Parcel J Homeowners Association, Inc.,  
a Florida not for profit corporation

By: *[Signature]*  
CARRY W LUCAS  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: 4/30, 2001

**EXHIBIT "A"**

**PLAN OF MERGER**

**OF**

**REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON TRACT 1-C HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON TRACT 1-D HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON TRACT 1-E HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON TRACT 1-F HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON PARCEL G HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON PARCEL H HOMEOWNERS ASSOCIATION, INC.;**  
**REMINGTON PARCEL I HOMEOWNERS ASSOCIATION, INC.;**  
**AND**  
**REMINGTON PARCEL J HOMEOWNERS ASSOCIATION, INC.**

This is a Plan of Merger among Remington Tract 1-B Homeowners Association, Inc.; Remington Tract 1-C Homeowners Association, Inc.; Remington Tract 1-D Homeowners Association, Inc.; Remington Tract 1-E Homeowners Association, Inc.; Remington Tract 1-F Homeowners Association, Inc.; Remington Parcel G Homeowners Association, Inc.; Remington Parcel H Homeowners Association, Inc.; Remington Parcel I Homeowners Association, Inc.; and Remington Parcel J Homeowners Association, Inc., all of which are Florida not for profit corporations.

**ARTICLE I**  
**Constituent Corporations**

The name of each constituent corporation is Remington Tract 1-B Homeowners Association, Inc.; Remington Tract 1-C Homeowners Association, Inc.; Remington Tract 1-D Homeowners Association, Inc.; Remington Tract 1-E Homeowners Association, Inc.; Remington Tract 1-F Homeowners Association, Inc.; Remington Parcel G Homeowners Association, Inc.; Remington Parcel H Homeowners Association, Inc.; Remington Parcel I Homeowners Association, Inc.; and Remington Parcel J Homeowners Association, Inc., all of which are Florida not for profit corporations (hereinafter collectively referred to as "Constituent Corporations").

**ARTICLE II**  
**Merger**

Pursuant to Section 617.1101, Florida Statutes, Remington Tract 1-B Homeowners Association, Inc.; Remington Tract 1-C Homeowners Association, Inc.; Remington Tract 1-D Homeowners Association, Inc.; Remington Tract 1-E Homeowners Association, Inc.; Remington Tract 1-F Homeowners Association, Inc.; Remington Parcel G Homeowners Association, Inc.; Remington Parcel H Homeowners Association, Inc.; Remington Parcel I Homeowners Association, Inc.; and Remington Parcel J Homeowners Association, Inc. shall be merged into Remington Tract 1-B Homeowners Association, Inc. (hereinafter the "Merger").

**ARTICLE III**  
**Surviving Corporation**

Remington Tract 1-B Homeowners Association, Inc. shall be the surviving corporation of the Merger and shall be renamed as Remington Master Homeowners Association, Inc. (hereinafter the "Surviving Corporation")

**ARTICLE IV**  
**Articles of Incorporation**

The Articles of Incorporation of Remington Tract 1-B Homeowners Association, Inc. as in effect immediately prior to the Merger, with the following changes, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law. The changes to surviving corporation's Articles of Incorporation, which shall take effect on the effective date of this Merger, are attached to this Plan as Schedule "1A", and are incorporated herein by reference.

**ARTICLE V**  
**Directors and Officers**

The directors and officers of the Surviving Corporation immediately before the Merger shall continue to be the directors and officers immediately following the Merger.

**ARTICLE VI**  
**Members**

The members of Remington Tract 1-B Homeowners Association, Inc.; Remington Tract 1-C Homeowners Association, Inc.; Remington Tract 1-D Homeowners Association, Inc.; Remington Tract 1-E Homeowners Association, Inc.; Remington Tract 1-F Homeowners Association, Inc.; Remington Parcel G Homeowners Association, Inc.; Remington Parcel H Homeowners Association, Inc.; Remington Parcel I Homeowners Association, Inc.; and Remington Parcel J Homeowners Association, Inc., immediately before the Merger shall all be members of the Surviving Corporation immediately following the Merger, and, without further action, shall possess all rights and obligations granted to members of the Surviving Corporation by its Articles of Incorporation and Bylaws.

**ARTICLE VII**  
**Declarations**

The Merger shall not effect any revocation, change or addition to any of the respective Declarations of Protective Covenants and Restrictions which are applicable to the properties managed and operated by each of the Constituent Corporations immediately before the Merger.

**ARTICLE VIII**  
**Assets and Liabilities**

On the effective date of the Merger, the separate existences of the Constituent Corporations shall cease and the Surviving Corporation shall, without further action, possess all of their rights and privileges immediately preceding the Merger, and all of its rights pursuant to its Articles of Incorporation and Bylaws. All assets of any nature of the Constituent Corporations shall, without further action, be vested in the Surviving Corporation immediately following the

Merger. Following the Merger, the Surviving Corporation shall be responsible for all liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending against any of the Constituent Corporations may be continued as if the Merger did not occur or the Surviving Corporation may be substituted for the particular Constituent Corporation in any such proceeding. Neither the rights of creditors of nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger.

**ARTICLE IX**  
**Effective Date**

The Merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State.

**ARTICLE X**  
**Abandonment**

Notwithstanding anything to the contrary herein contained, this Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations, at any time prior to the filing of the Articles of Merger with the Florida Department of State.

Rmh001 pln1  
4/11/01a:CAB/pc

Schedule "1A"

CHANGES TO  
ARTICLES OF INCORPORATION  
OF  
REMINGTON TRACT 1-B HOMEOWNERS ASSOCIATION, INC.  
PURSUANT TO PLAN OF MERGER

1. ARTICLE I, NAME, shall be changed to read as follows:

ARTICLE I  
NAME

The name of the corporation shall be ~~REMINGTON TRACT 1-B~~ **MASTER** HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

2. ARTICLE III, DEFINITIONS, shall be changed to read as follows:

ARTICLE III  
DEFINITIONS

As the context requires, ~~t~~The term "Declaration" shall mean the following:

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

---

CODING: Additions to text are indicated by bold underline; deletions by ~~strikeout~~.

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto.

All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the respective Declarations, as the context requires.

3. ARTICLE IV, PRINCIPAL OFFICE, shall be changed to read as follows:

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 545 Delaney Avenue; Bldg. 6, Orlando, Florida 32806 2699 Remington Boulevard, Kissimmee, Florida 34744.

4. ARTICLE V, REGISTERED OFFICE AND AGENT, shall be changed to read as follows:

ARTICLE V  
REGISTERED OFFICE AND AGENT

John L. Webb, whose address is ~~545 Delaney Avenue, Bldg. 6, Orlando, Florida 32806~~ 2699 Remington Boulevard, Kissimmee, Florida 34744 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

5. ARTICLE X, BYLAWS, shall be changed to read as follows:

ARTICLE X  
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. These Articles shall take precedence over conflicting provisions in the Bylaws of the Association.

Rmh001 sch1  
4/7/01 a:CAB/pc



N96000002247

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

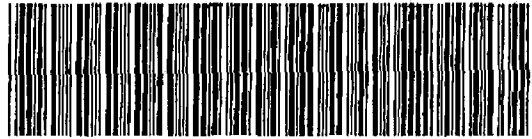
Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

This merger incorrectly name Eagle's Landing Homeowner's Association, Inc. (770372) as the corp. merging out of existence. Robert Taylor's office gave permission to correct the document to read Eagles Landing Homeowners' Association of Osceola County, Inc.. Due to space issues, the name of the corporation has been corrected only in the heading of the document.

4/19/06 SP

Office Use Only



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10/03/05--01020--008 \*\*105.00

**FILED**  
05 OCT -3 AM 9:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**TAYLOR & CARLS, P.A.**

**ATTORNEYS AND COUNSELORS AT LAW**

**850 CONCOURSE PARKWAY SOUTH**

**SUITE 105**

**MAITLAND, FL 32751**

**TELEPHONE: (407) 660-1040**

**TOLL FREE: (800) 395-6235**

**FAX: (407) 660-9422**

**DAYTONA BEACH, FLORIDA**

**TELEPHONE: (386) 257-3203**

**FAX: (386) 257-3129**

**MELBOURNE, FLORIDA**

**TELEPHONE: (321) 253-2223**

**FAX: (321) 253-2237**

**TAMPA, FLORIDA**

**TELEPHONE: (813) 314-2223**

**FAX: (813) 314-2197**

**HARRY W. CARLS  
ROBERT L. TAYLOR**

**GENE S. BOGER  
PATRICK C. HOWELL  
ELIZABETH A. LANHAM-PATRIE  
ROBYN SEVERS BRAUN  
SARA K. WILSON  
RICHARD M. COLN**

September 30, 2005

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

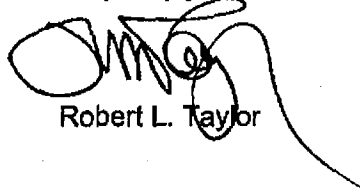
**Re: Articles of Merger of Remington Master Homeowners Association, Inc.;  
Eagles Landing Homeowners' Association, Inc.; and, Somerset at Remington  
Homeowners' Association, Inc.**

To Whom It May Concern:

Please find enclosed herewith the original Articles of Merger of Remington Master Homeowners Association, Inc.; Eagles Landing Homeowners' Association, Inc.; and, Somerset at Remington Homeowners' Association, Inc. referenced above along with our firm check number 38107, made payable to the "Florida Department of State", in the amount of \$105.00 representing payment for filing the above referenced Articles with the Secretary of State.

Please return all correspondence regarding this matter to the undersigned.

Very truly yours,



Robert L. Taylor

/trw  
Enclosure

Rmh001 ltr18

**FILED**  
05 OCT -3 AM 9:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

OF

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.;**  
**EAGLES LANDING HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC.**  
**AND**  
**SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.**

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act pursuant to Section 617. 1105, Florida Statutes.

**ARTICLE I**  
**Plan of Merger**

A copy of the Plan of Merger of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; EAGLES LANDING HOMEOWNERS' ASSOCIATION, INC.; and SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., all of which are Florida not for profit corporations, is hereto attached as **Exhibit "A"** (hereinafter "Plan of Merger").

**ARTICLE II**  
**Approval**

There are no members entitled to vote on the Plan of Merger.

The Plan of Merger was adopted by the Board of Directors of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. at a board meeting held on September 1, 2005. The number of directors in office was 9. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 5 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of EAGLES LANDING HOMEOWNERS' ASSOCIATION, INC. at a board meeting held on September 1<sup>st</sup>, 2005. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 2 FOR 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC. at a board meeting held on June 20<sup>th</sup>, 2005. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

**ARTICLE III  
Effective Date**

The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the day and year written below.

**Remington Master Homeowners Association, Inc.,  
a Florida not for profit corporation**

By: *Joseph Czarkowski*  
JOSEPH R CZARKOWSKI  
(Print Name) As Its President  
2715 SCARBOROUGH CT  
KISSIMMEE, FLORIDA 34749  
(Address)

Date: September 1<sup>st</sup>, 2005

**Eagle's Landing Homeowners' Association, Inc.,  
a Florida not for profit corporation**

By: *Matthew B Call*  
Matthew B Call  
(Print Name) As Its President  
9403 South Park Circle Suite 670  
Orlando FL 32819  
(Address)

Date: September 1<sup>st</sup>, 2005

**Somerset at Remington Homeowners' Association, Inc.,  
a Florida not for profit corporation**

By: *Matthew B Call*  
Matthew B Call  
(Print Name) As Its President  
9403 South Park Circle Suite 670  
Orlando FL 32819  
(Address)

Date: June 20<sup>th</sup>, 2005

EXHIBIT "A"

**PLAN OF MERGER**

OF

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.;**  
**EAGLE'S LANDING HOMEOWNERS' ASSOCIATION, INC.;**  
**AND**  
**SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.**

This is a Plan of Merger among REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; EAGLE'S LANDING HOMEOWNERS' ASSOCIATION, INC.; and SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., all of which are Florida not for profit corporations.

**ARTICLE I**  
**Constituent Corporations**

The name of each constituent corporation is REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; EAGLE'S LANDING HOMEOWNERS' ASSOCIATION, INC.; and SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., all of which are Florida not for profit corporations (hereinafter collectively referred to as "Constituent Corporations").

**ARTICLE II**  
**Merger**

Pursuant to Section 617.1101, Florida Statutes, REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; EAGLE'S LANDING HOMEOWNERS' ASSOCIATION, INC. and SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC. shall be merged into Remington Master Homeowners Association, Inc. (hereinafter the "Merger").

**ARTICLE III**  
**Surviving Corporation**

Remington Master Homeowners Association, Inc. shall be the surviving corporation of the Merger. (hereinafter the "Surviving Corporation")

**ARTICLE IV**  
**Articles of Incorporation**

The Articles of Incorporation of Remington Master Homeowners Association, Inc. as in effect immediately prior to the Merger, with the following changes, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law. The changes to surviving corporation's Articles of Incorporation, which shall take effect on the effective date of this Merger, are attached to this Plan as Schedule "1A", and are incorporated herein by reference.

**ARTICLE V**  
**Directors and Officers**

The directors and officers of the Surviving Corporation immediately before the Merger shall continue to be the directors and officers immediately following the Merger.

**ARTICLE VI**  
**Members**

The members of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.; EAGLE'S LANDING HOMEOWNERS' ASSOCIATION, INC.; and SOMERSET AT REMINGTON HOMEOWNERS' ASSOCIATION, INC., immediately before the Merger shall all be members of the Surviving Corporation immediately following the Merger, and, without further action, shall possess all rights and obligations granted to members of the Surviving Corporation by its Articles of Incorporation and Bylaws.

**ARTICLE VII**  
**Declarations**

The Merger shall not effect any revocation, change or addition to any of the respective Declarations of Protective Covenants and Restrictions which are applicable to the properties managed and operated by each of the Constituent Corporations immediately before the Merger.

**ARTICLE VIII**  
**Assets and Liabilities**

On the effective date of the Merger, the separate existences of the Constituent Corporations shall cease and the Surviving Corporation shall, without further action, possess all of their rights and privileges immediately preceding the Merger, and all of its rights pursuant to its Articles of Incorporation and Bylaws. All assets of any nature of the Constituent Corporations shall, without further action, be vested in the Surviving Corporation immediately following the Merger. Following the Merger, the Surviving Corporation shall be responsible for all liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending against any of the Constituent Corporations may be continued as if the Merger did not occur or the Surviving Corporation may be substituted for the particular Constituent Corporation in any such proceeding. Neither the rights of creditors of nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger.

**ARTICLE IX**  
**Effective Date**

The Merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State.

**ARTICLE X**  
**Abandonment**

Notwithstanding anything to the contrary herein contained, this Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations, at any time prior to the filing of the Articles of Merger with the Florida Department of State.

Elo002 pln1  
5/16/05a:GSB/trw

Schedule "1A"

**CHANGES TO  
ARTICLES OF INCORPORATION  
OF  
REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.  
PURSUANT TO PLAN OF MERGER**

1. ARTICLE III, DEFINITIONS, shall be changed to read as follows:

**ARTICLE III  
DEFINITIONS**

As the context requires, the term "Declaration" shall mean the following:

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

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CODING: Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto; and**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, recorded in Official Records Book 2573, Page 1830 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto.**

All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the respective Declarations, as the context requires.

2. ARTICLE IV, PRINCIPAL OFFICE, shall be changed to read as follows:

**ARTICLE IV**  
**PRINCIPAL OFFICE**

The principal office of the Association is located at ~~2699 Remington Boulevard, Kissimmee, Florida 34744~~ **225 S. Westmonte Drive, Suite 2050, Altamonte Springs, FL 32714.**

3. ARTICLE V, REGISTERED OFFICE AND AGENT, shall be changed to read as follows:

ARTICLE V  
REGISTERED OFFICE AND AGENT

~~John L. Webb~~ Ellen R. Womack, whose address is ~~2699 Remington Boulevard, Kissimmee, Florida 34744~~ 225 S. Westmonte Drive, Suite 2050, Altamonte Springs, FL 32714 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

Elo002 sch1  
5/16/05 a:GSB/trw

N96000002247

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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06 SEP -8 AM 10:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Es 9/12/06  
Meyers

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Remington Master Homeowners Association, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Gene S. Boger, Esq.  
(Contact Person)

Taylor & Carls, P.A.  
(Firm/Company)

850 Concourse Parkway, S, #105  
(Address)

Maitland, FL 32751  
(City/State and Zip Code)

For further information concerning this matter, please call:

Gene S. Boger, Esq. At ( 407 ) 660-1040  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**FILED**

06 SEP -8 AM 10:31

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**OF**

**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.;**

**AND**

**REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC.**

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act pursuant to Section 617. 1105, Florida Statutes.

**ARTICLE I  
Plan of Merger**

A copy of the Plan of Merger of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. and REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., both of which are Florida not for profit corporations, is hereto attached as **Exhibit "A"** (hereinafter "Plan of Merger").

**ARTICLE II  
Approval**

There are no members entitled to vote on the Plan of Merger.

The Plan of Merger was adopted by the Board of Directors of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. at a board meeting held on Aug 3, 2006. The number of directors in office was 9. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 7 FOR 0 AGAINST. 2 members Absent

The Plan of Merger was adopted by the Board of Directors of REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC. at a board meeting held on Aug 21, 2006. The number of directors in office was 3. The number of votes cast in favor of the Plan of Merger was sufficient for approval. The vote for the Plan was as follows: 3 FOR 0 AGAINST.

**ARTICLE III  
Effective Date**

The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the day and year written below.

**Remington Master Homeowners Association, Inc.,  
a Florida not for profit corporation**

By: Joseph F. Garkowski  
JOSEPH F. GARKOWSKI  
(Print Name) As Its President  
2715 SCARBOROUGH CT  
KISSIMMEE FL 34744  
(Address)

Date: 3 AUG, 2006

**Remington Parcel M Homeowners Association, Inc.,  
a Florida not for profit corporation**

By: John L. Webb  
JOHN L. WEBB  
(Print Name) As Its President  
1420 E ROBINSON ST  
ORLANDO FL 32801  
(Address)

Date: Aug 21, 2006

EXHIBIT "A"  
**PLAN OF MERGER**  
**OF**  
**REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.;**  
**AND**  
**REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC.**

This is a Plan of Merger between REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC and REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., which are Florida not for profit corporations.

**ARTICLE I**  
**Constituent Corporations**

The name of each constituent corporation is REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. and REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., which are Florida not for profit corporations (hereinafter collectively referred to as "Constituent Corporations").

**ARTICLE II**  
**Merger**

Pursuant to Section 617.1101, Florida Statutes, REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. and REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC. shall be merged into Remington Master Homeowners Association, Inc. (hereinafter the "Merger").

**ARTICLE III**  
**Surviving Corporation**

Remington Master Homeowners Association, Inc. shall be the surviving corporation of the Merger. (hereinafter the "Surviving Corporation")

**ARTICLE IV**  
**Articles of Incorporation**

The Articles of Incorporation of Remington Master Homeowners Association, Inc. as in effect immediately prior to the Merger, with the following changes, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law. The changes to the surviving corporation's Articles of Incorporation, which shall take effect on the effective date of this Merger, are attached to this Plan as Schedule "1A", and are incorporated herein by reference.

**ARTICLE V**  
**Directors and Officers**

The directors and officers of the Surviving Corporation immediately before the Merger shall continue to be the directors and officers immediately following the Merger.

**ARTICLE VI**  
**Members**

The members of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC. and REMINGTON PARCEL M HOMEOWNERS ASSOCIATION, INC., immediately before the Merger shall all be members of the Surviving Corporation immediately following the Merger, and, without further action, shall possess all rights and obligations granted to members of the Surviving Corporation by its Articles of Incorporation and Bylaws.

**ARTICLE VII**  
**Declarations**

The Merger shall not effect any revocation, change or addition to any of the respective Declarations of Protective Covenants and Restrictions which are applicable to the properties managed and operated by each of the Constituent Corporations immediately before the Merger.

**ARTICLE VIII**  
**Assets and Liabilities**

On the effective date of the Merger, the separate existences of the Constituent Corporations shall cease and the Surviving Corporation shall, without further action, possess all of their rights and privileges immediately preceding the Merger, and all of its rights pursuant to its Articles of Incorporation and Bylaws. All assets of any nature of the Constituent Corporations shall, without further action, be vested in the Surviving Corporation immediately following the Merger. Following the Merger, the Surviving Corporation shall be responsible for all liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending against any of the Constituent Corporations may be continued as if the Merger did not occur or the Surviving Corporation may be substituted for the particular Constituent Corporation in any such proceeding. Neither the rights of creditors of nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger.

**ARTICLE IX**  
**Effective Date**

The Merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State.

**ARTICLE X**  
**Abandonment**

Notwithstanding anything to the contrary herein contained, this Plan of Merger may be



terminated and abandoned by the Board of Directors of any of the Constituent Corporations, at any time prior to the filing of the Articles of Merger with the Florida Department of State.

Rmh Parcel M Merger pln1  
7/6/06a:GSB/trw

Schedule "1A"

**CHANGES TO  
ARTICLES OF INCORPORATION  
OF  
REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.  
PURSUANT TO PLAN OF MERGER**

1. ARTICLE III, DEFINITIONS, shall be changed to read as follows:

ARTICLE III  
DEFINITIONS

As the context requires, the term "Declaration" shall mean the following:

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida, and all amendments or supplements made thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

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CODING: Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto;

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto; ~~and~~

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOMERSET AT REMINGTON, recorded in Official Records Book 2573, Page 1830 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto; and

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida, and all amendments or supplements thereto

All other capitalized words and terms used in these Articles shall have the meaning and definition as provided in the respective Declarations, as the context requires.

2. ARTICLE IV, PRINCIPAL OFFICE, shall be changed to read as follows:

ARTICLE IV  
PRINCIPAL OFFICE

The principal office of the Association is located at 225 S. Westmonte Drive,  
Suite 2050, Altamonte Springs, FL 32714.

3. ARTICLE V, REGISTERED OFFICE AND AGENT, shall be changed to read as follows:

ARTICLE V  
REGISTERED OFFICE AND AGENT

Ellen R. Womack, whose address is 225 S. Westmonte Drive, Suite 2050,  
Altamonte Springs, FL 32714 is hereby appointed the initial registered agent of the  
Association and the registered office shall be at said address.

Rmh Parcel M Merger sch1  
7/6/06 a:GSB/trw

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CODING: Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

**REMINGTON MASTER HOMEOWNERS ASSOCIATION**  
**RULES & REGULATIONS**

**Updated January 1, 2005**

These Rules & Regulations are enacted by the Board of Directors of the Remington Master Homeowners Association as supplements to the Declarations of Protective Covenants and Restrictions.

Satellite Dishes and Ham Radios: The antenna for ham radios shall be retractable or fully removable, and shall be retracted or fully removed when not in actual operation. In the event that a ham radio operator is part of the communication link in a declared emergency, the antenna may remain in place during this emergency. Applications for antennas must include: a plot plan showing the proposed location of the antenna and a catalog or brochure indicating the type and size of the antenna. All wires for antennas or satellite dishes shall be mounted to the house and shall not be free hanging; the wires should be painted to match the exterior color of the home. As long as placement does not impair reception of an acceptable signal, antennas or satellite dishes should not be mounted in plain view of the street, or in any manner that is obtrusive to other homeowners.

PODs: Use of PODs for moving and transporting personal property is now a common system used by many owners. PODs may be placed on a LOT for this purpose with the following stipulations: POD must be placed in the driveway, not in the street or yard and should be placed as to not block the sidewalks. POD may be on site for a period not to exceed 10 days.

Signs: No signs of any kind shall be displayed to the public view on any Lot except for the following; (1) one temporary sign of not more than six (6) square feet advertising the property for sale and placed in the front lawn of the Lot, (2) one sign no larger than two (2) square feet provided by a contractor for security services and installed within ten feet of the entrance to the home.

Fences: All fences shall be 6' in height except on a Golf Course LOT where fences that border the Golf Course shall be 4' feet high. Fences constructed so that it abuts against an Association Brick fence shall not be allowed to exceed the height of the Brick Fence. All fences shall be **white in color** except approved Red Brick fences. All fences shall be maintained in good condition and kept clean from algae. All other fence restrictions shall conform to the Declarations of Restrictions.

Parking Restrictions: No vehicle shall be parked in any manner as to block the sidewalks and restrict pedestrian traffic. No vehicle shall park on any section of the Lot except the driveway or in the garage. No vehicle shall be parked in the street "against the traffic flow". No commercial

(2)

vehicles are permitted to be parked in public view. Commercial vehicles include any vehicle displaying business advertisements or signs. Personal vehicles displaying advertisements or signs must be covered or parked in the garage.

Debris/Rubbish: Garbage containers, yard debris, rubbish, trash, or other similar articles, shall not be stored or permitted in any area on the exterior of the dwelling or property which is visible to the neighbors or the public. Garbage containers, recycling bins, yard debris, and other trash to be picked up shall be put at curbside **no earlier than 6:00 p.m.** the evening before the scheduled pickup. Garbage containers and recycling bins shall be removed from curbside by the end of the pickup day.

Landscaping:

A. Lawns must be mowed and edged no less than once per week during the growing season, normally April through October. Lawns must be mowed and edged as needed to keep a neat appearance during the dormant months, normally every other week during the months of November through March. Lawns must be kept alive and weed free. St. Augustine Floratam grass is the approved variety of grass to be installed in lawns.

B. Plants and shrubs must be kept neatly trimmed and in a healthy condition. Dead or declining plant material must be removed. All planting beds must be kept free of weeds. Removal of plants to create a barren view will not be allowed. Creation of planting bed(s) in excess of 20% of the total front and side yards, or 20% of the total unfenced rear yard must obtain prior approval of the ARB.

C. Trees may not be added or removed without approval from the ARB. No fruit trees will be approved by the ARB. Laurel Oaks and Drake Elms are acceptable for installation in the easement between the sidewalk and the street. Trees that die from weather or disease must be removed and replaced with a like tree unless another type of new tree is approved by the ARB. ARB applications must include a plot plan showing the proposed and/or existing locations of the tree, the types and names of the new trees, and their size at planting and estimated size at maturity. Trees must be kept trimmed to a height of ten (10) feet over sidewalks and fourteen (14) feet over the streets.

Hurricane Shutters: Shutters may be installed seven (7) days prior to the expected arrival of any "Named Storm". They must be removed within fifteen (15) days after the storm has safely passed from the Central Florida area.

A. Manufactured Shutters are being approved by the ARB. Roll-down, Accordion and Storm Panel are design types that are being approved. An application for approval of the type and color of these shutters must be submitted to the ARB and approved prior to installation. Awning type shutters are not being approved.

(3)

B. Temporary Plywood Shutters can be installed by the owners without prior approval of the ARB. When not needed the plywood must be stored in the garage and out of public view.

Roofs: Shingles must be maintained in good condition and the surface shall be kept free of dirt or algae buildup. The shingles must be cleaned when the roof shows a buildup covering approximately 20% of the surface visible from the street. When making repairs the new shingles must be an exact match to that of the existing shingles, otherwise the entire roof must be replaced. Any change in color or type of shingle must receive prior approval from the ARB.

Exterior Painting: All exterior paint colors must receive approval from the ARB prior to starting the project. Failure to receive necessary approval may result in the owner having to repaint their home a proper color. A Color Pallet book will be available from the ARB for the owners to use in selecting their colors.



CFN 2015141364  
 Bk 4845 Pgs 1024-1033 (10 Pgs)  
 DATE: 09/22/2015 11:12:10 AM  
 ARMANDO RAMIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$86.50

This instrument prepared by and )  
 should be returned to: )

**Elizabeth A. Lanham-Patrie, Esquire** )  
 Becker & Poliakoff, P.A. )  
 111 North Orange Ave. )  
 Suite 1400 )  
 Orlando, FL 32801 )  
 (407) 875-0955 )

**CERTIFICATE OF AMENDMENT  
 TO  
 DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS  
 OF REMINGTON**

**THIS IS TO CERTIFY** that the language on attached Exhibit "A" hereby amends Article V, Section 8(f), Article VI, Sections 1, 2, and 3, and Article VII, Sections 3, 4, 12, 15, 16 and 18 of the following Declarations:

1. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B"** recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C"** recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D"** recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E"** recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
5. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "F"** recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.
6. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL G** recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.
7. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON**



PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.

8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.
10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
11. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION) recorded in Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.
12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

This **Amendment** was duly and properly adopted by at least 2/3rds of the members of the Board of Directors at a meeting held on September 3, 2015, pursuant to Article XI, Section 6

of the Declarations.

Executed at 2651 Remington Blvd, Kissimmee, Osceola County, Florida, on this the 3<sup>rd</sup> day of September, 2015.

Signed and deliver  
in the presence of:

*Larry Hurley*  
Printed Name: Larry Hurley

*Matt Pearsky*  
Printed Name: Matt Pearsky

**REMINGTON MASTER HOMEOWNERS  
ASSOCIATION, INC.**

By: *Joe Czarkowski*  
Printed Name: Joe Czarkowski  
Title: President

*Larry Hurley*  
Printed Name: Larry Hurley

*Matt Pearsky*  
Printed Name: Matt Pearsky


Attest:  
By: *Karen Baker*  
Printed Name: Karen Baker  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2015, by Joe Czarkowski, and Karen Baker, as President and Secretary, respectively, of **REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me.

WITNESS my hand in the County and State last aforesaid on this 3<sup>rd</sup> day of September, 2015.

*Louis F. Kauffmann*  
Notary Public-State of Florida  
Print Name: Louis F. Kauffmann

Commission No.  My Commission Expires 8/24/2019  
Louis Ferdinand Kauffmann  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF912127  
Expires 8/24/2019

## EXHIBIT "A"

### AMENDMENT

#### REMINGTON MASTER HOMEOWNERS ASSOCIATION

Article V, Section 8(f), Article VI, Sections 1, 2, and 3 and Article VII, Sections 3, 4, 12, 15, 16 and 18 can be amended by the approval of 2/3 of the members of the Board of Directors of Remington Master Homeowners Association, Inc. (the "Board"). Now therefore, the Board hereby amends **Article V, Section 8(f), Article VI, Sections 1, 2, and 3, and Article VII, Sections 3, 4, 12, 15, 16 and 18** of the following Declarations:

1. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
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7. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.

10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
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12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
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14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

Article V, Section 8(f) is hereby amended as follows:

#### **ARTICLE V**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 8. Monetary Defaults and Collection of Assessments.**

...

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage, ~~in favor of an Institutional Lender~~ so long as the mortgage is recorded prior to the recording of a claim of lien by the ASSOCIATION. ~~For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution.~~ The liability of a first mortgagee, or its successor or assignee as a subsequent holder of a first mortgage who acquires title to a Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be as set forth in Section 720.3085(2)(c), Florida Statutes, as amended from time to time. Any assessments not paid by a first mortgagee shall if the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

Article VI, Sections 1, 2 and 3 of the Declarations are hereby amended as follows:

#### ARTICLE VI

##### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. Upon the recording of this Declaration, the DEVELOPER shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD, shall serve at the pleasure of the BOARD, and shall be responsible for reporting to the BOARD all matters which come before the ARB. ~~Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative to the ARB for so long as the DEVELOPER owns any Lots in the Property.~~ The BOARD shall also be obligated to appoint at least one (1) MEMBER of the ASSOCIATION to the ARB. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the ARB members.

Section 2. Planning Criteria. In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DEVELOPER hereby promulgates

the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 4 of this Article VI. The DEVELOPER declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB **and approved by 2/3 vote of the BOARD.**

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to **propose amendments** ~~amend~~ from time to time **to the Planning Criteria and bring them before the BOARD for final review and approval.** Any amendments shall be set forth in writing, shall be made known to all MEMBERS, shall include any and all matters considered appropriate by the ARB **and the BOARD,** not inconsistent with the provisions of this Declaration;

(b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography; -

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, **to the OWNER** if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with the planned development of the Property; **provided, however, an OWNER can appeal an ARB's decision to the BOARD. The BOARD has the final discretion over the ARB when an OWNER disagrees with a decision made by the ARB;** and

(d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Article VII, Sections 3, 4, 12, 15, 16 and 18 of the Declarations are hereby amended as follows:

## ARTICLE VII

### **RESTRICTIVE COVENANTS**

...

Section 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. **Notwithstanding the foregoing, OWNERS shall be entitled to erect,**

construct and maintain a satellite dish, which does not exceed eighteen (18") inches in diameter, and antennas which are required to be permitted by Federal or Florida law. The Board of Directors shall have the right to adopt reasonable rules and regulations as to the location and/or requirements for screening of such satellite dishes and/or antennas, which are required to be permitted pursuant to Federal or Florida law; provided that any restriction as to the location of such satellite dishes and/or antennas does not preclude reception of an acceptable quality signal. Any approval by the ASSOCIATION of a satellite television reception device shall be based upon determination that the device is small in size, placed within a fenced-in backyard, and placed at a low elevation so as not to be visible from adjacent or nearby streets or Lots. Except for flags and flagpoles, required to be permitted pursuant to Section 720.304(2)(a) and (b), Florida Statutes, A a flag and flagpole for display of the American flag or any other flag shall be permitted, only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any temporary, movable basketball structure shall be situated in the driveway perpendicular to the adjacent street and shall be located not closer than fifteen (15) feet from the street right-of-way line; any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. All ~~Treehouses~~ or platforms of a like kind or nature shall not be constructed on any part of the Lot ~~located in front of the rear line of the Improvement constructed thereon.~~

...

Section 12. Signs. No signs, including "for rent", freestanding or otherwise installed shall be erected or displayed to the public view on any Lot, except as approved by the CDD or the ASSOCIATION. ~~Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.~~ After the sale of the Improvement by the DEVELOPER, a "for sale" signs shall be permitted on a Lot for the purpose of the resale of the Lot by the then OWNER, subject to rules and regulations promulgated by the ASSOCIATION'S Board of Directors.

...

Section 15. Maintenance of the Property. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of ~~the DEVELOPER,~~ the ASSOCIATION, or the ARB, ~~the DEVELOPER and/or~~ the ASSOCIATION shall give such OWNER written notice of the defects

(which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER ~~and/or~~ the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, ~~the DEVELOPER or the~~ ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by ~~the DEVELOPER or the~~ ASSOCIATION or its agents shall not be a trespass. **In addition to the specific maintenance provisions set forth in this Declaration and in the Architectural Planning Criteria, the Board can, from time to time, adopt additional Rules and Regulations, which set forth the maintenance requirements and standards in the community.**

**Section 16. Vehicles and Recreational Equipment.** No ~~truck or~~ commercial vehicle, **commercial trailer**, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of ~~trucks and~~ commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, ~~nor to any vehicles of the DEVELOPER.~~ **Further, this prohibition on parking shall not apply to the loading, unloading, cleaning, maintaining or outfitting of a recreational vehicle or recreational equipment in the driveway of a Lot; provided, that the recreational vehicle is not parked in the driveway for more than forty-eight (48) consecutive hours in any one (1) month period.** No on-street parking shall be permitted unless for special events approved ~~by the CDD in writing by the DEVELOPER or the~~ ASSOCIATION. **The homeowner must notify the guards in the Remington guard house per the procedures posted on the RemingtonMasterHOA.com web-site before allowing their visitors to park on the street for any reason.**

**Except for any vehicle or recreational equipment improperly parked on a Lot, Any** such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION **or the CDD** may be towed by the ASSOCIATION **or the CDD** at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

...



**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, ~~tree house~~ or outbuilding shall be parked or erected on the Property at any time without the express written permission of the ARB. **Sheds shall only be permitted as provided in Article VI, Section 4(k) of these Declarations. Tree houses of any kind are prohibited.**

ACTIVE: R22994/354349:7097984\_1\_BPATRIE



CFN 2015141365  
 Bk 4845 Pgs 1034-1043 (10 Pgs)  
 DATE: 09/22/2015 11:12:10 AM  
 ARMANDO RABIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$86.50

This instrument prepared by and )  
 should be returned to: )

Elizabeth A. Lanham-Patrie, Esquire )  
 Becker & Poliakoff, P.A. )  
 111 North Orange Ave. )  
 Suite 1400 )  
 Orlando, FL 32801 )  
 (407) 875-0955 )

**CERTIFICATE OF AMENDMENT  
 TO  
 DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS  
 OF REMINGTON**

**ARCHITECTURAL PLANNING CRITERIA**

**THIS IS TO CERTIFY** that the language on attached Exhibit "A" hereby amends Article VI, Sections 4 (c), (d), (f), (h), (j), (k) (l), and (m) and adds Sections 4(t), (u) and (v) to Article VI of the following Declarations:

1. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B"** recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C"** recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D"** recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E"** recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
5. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "F"** recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.
6. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL G** recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.

7. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.
10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
11. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION) recorded in Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.
12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

This Amendment was duly and properly adopted by the Architectural Review Board at a meeting held on September 3, 2015, pursuant to Article VI, Section 2 of the Declarations.

Executed at 2651 Remington Blvd, Kissimmee, Osceola County, Florida, on this the 3<sup>rd</sup> day of September, 2015.

Signed and deliver in the presence of:

Larry Hurley  
Printed Name: Larry Hurley

Matt Psarsky  
Printed Name: Matt Psarsky

REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.

By: Joe Czarkowski  
Printed Name: Joe Czarkowski  
Title: President

Larry Hurley  
Printed Name: Larry Hurley

Matt Psarsky  
Printed Name: Matt Psarsky

Attest:  
By: Karen Baker  
Printed Name: Karen Baker  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2015, by Joe Czarkowski, and Karen Baker, as President and Secretary, respectively, of REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me.

WITNESS my hand in the County and State last aforesaid on this 3<sup>rd</sup> day of September, 2015.

Louis F. Kauffmann  
Notary Public-State of Florida  
Print Name: Louis F. Kauffmann

Commission No.:  
My Commission Expires



Louis Ferdinand Kauffmann  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FFB12127  
Expires 8/24/2019

## EXHIBIT "A"

### AMENDMENT

#### REMINGTON MASTER HOMEOWNERS ASSOCIATION

##### *"Architectural Planning Criteria"*

Article VI, Section 4 can be amended by the approval of 2/3 of the Architectural Review Board ("ARB"). Now therefore, the ARB hereby amends **Article VI, Section 4** of the following Declarations:

1. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
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8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.

Additions to Article VI, Section 4 are indicated by **bold underline**; deletion by ~~strikeout~~.

10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
11. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION) recorded in Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.
12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

Article VI, Sections 4 (c), (d), (f), (h), (j), (k) (l), and (m) of the Declarations are hereby amended as set forth below. Further Sections 4(t), (u) and (v) are hereby added to Article VI, Section 4 of the Declarations as set forth below.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of

Additions to Article VI, Section 4 are indicated by **bold underline**; deletion by ~~strikeout~~.

the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

#### Section 4. Architectural Review Board Planning Criteria.

...

(c) Exterior Color Plan. ~~The ARB shall have final approval of all exterior colors and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc.~~ **All exterior paint colors must receive approval from the ARB prior to starting the project. Failure to receive necessary approval may result in the owner having to repaint their home an approved color. A Color Pallet book is available from the ARB for the owners to use in selecting their new colors. The Color Pallet book of approved paint colors, listed by name and code number, is on the RemingtonMasterHOA.com website with the ARB application form. If repainting the same colors, approval is still needed from the ARB. Owners shall attach samples of the existing color to the application for review by the ARB. All garage doors shall be painted the same color as the main body of the house. All windows shall be either white or bronze (not galvanized).**

(d) Roofs. The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB. **Roofs and all materials that are part of the roof must be maintained in good condition and the surface shall be kept free of dirt, mildew or algae buildup. The roof shingles or other types of approved roofs must be cleaned when the roof shows a buildup covering approximately 20% of the surface. When making repairs, the material, style and color of the new roof shingles or other types of approved roof must match as close as possible to that of the existing roof, otherwise the entire roof must be replaced. All changes or repairs to all roofs must receive prior approval from the ARB.**

...

(f) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. **No driveway width expansions beyond the outside width of the garage will be approved by the ARB.** Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. **Driveway and sidewalk painting is not an approved application. Some surface improvements are being approved but they must be approved in writing by the ARB before starting the application.** When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB. **Any modifications or additions to driveways must be reviewed and approved by the ARB. Materials used for driveway modifications must also be approved by the ARB.**

...

(h) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot; except, however, on a Golf Course Lot where the maximum height shall be four (4') feet high and picket style only. On Water Front View Lots only the section of fence along the water front boundary must be four (4') feet high and picket style only. If a fence is constructed so that it abuts against a brick wall, the fence shall not be allowed to exceed the height of the brick wall, and Further, no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. All fences shall be white in color and made of wood or pvc. Wood fences must be painted white on both sides. All fences shall be maintained in good condition and kept clean from dirt, mildew or algae. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. ~~Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.~~

~~All Lots adjacent to any portion of the Country Club property (as described in Article VIII hereafter) shall be subject to the following additional restrictions regarding fences: only non-opaque fences shall be permitted, such as wrought iron, wooden picket (not stockade) or ornamental aluminum.~~

...

(j) Swimming Pools and Tennis Courts. The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

(1) Materials used in construction of a tennis court must have been accepted by the industry for such construction.

(2) There shall be no lights on a tennis court(s) of the type that would normally be used for tennis play after dark. All other lighting around a tennis court(s) shall be so placed and directed so that it does not unreasonably interfere with any neighbors' quiet enjoyment of their Lot.

(3) Location of any swimming pool(s) and tennis court(s) must be approved by ARB. Inground Pools are the only types of pools that are approved for installation in the Association, except as provided herein. No Above Ground Pools are permitted, except a small temporary kiddy pool, no more than one foot in depth and 4 feet in diameter. A temporary kiddy pool must not be placed on the front or side lawn and must be stored out of public view when not in use.



(4) Any All swimming pools which may must be approved by the ARB on a Lot which is adjacent to any portion of the Country Club property shall and must be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the screen enclosure framing shall be white or bronze, and ~~screening of the screen enclosure shall be the same as or harmonious with the color plans for the exterior of the dwelling on the Lot.~~

(5) Pools must be properly maintained and cleaned regularly. If a pool is to be placed out of service, it must have a properly designed pool cover installed.

(k) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot. Small commercially manufactured tool sheds/storage units made of heavy duty hard plastic may be installed outside a home. Written approval from the ARB must be obtained before installation begins. Sheds/storage units must be installed on the back wall or on the back half of a side wall of the house. However, houses that back up to the golf course or to any pond must only be installed on the back half of a side wall of the house, and must be hidden from view from the front and the back of the house by shrubs or lattice work. All sheds/storage units must be bolted to the outside wall of the home or bolted to a concrete slab or heavy pavers and must have a latch on the doors to protect against high wind conditions. For Vertical Sheds, the maximum dimensions that will be considered for ARB approval will be Width 4 ft., Depth 3 ft., and Height 6 ft. For Horizontal Sheds, the maximum dimensions that will be considered for ARB approval will be Width 6 ft., Depth 3 ft., and Height 4 ft. Free standing sheds of any kind are prohibited.

(l) Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees ~~shall be of six inches in diameter at one foot above natural grade can be cut~~ added or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of an Improvement. Laurel Oaks and Drake Elms are acceptable for installation in the easement between the sidewalk and the street. The initial builder of a dwelling or other Improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other Improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All trees, including street trees, shall be maintained by the individual owner of the Lot. ~~All Street Trees identified in the aforesaid Tree Planting Plan shall be maintained by, and at the expense of, the ASSOCIATION. All other trees required to be installed and maintained on a Lot pursuant to the Tree Planting Plan for the Property shall be maintained by the individual Owner of the Lot.~~

These trees must be kept trimmed to a height that allows clear pedestrian or vehicle traffic, approximately 8ft. over sidewalks and 10 ft. over the streets. Trees that die from weather or disease must be removed. With regard to Palm Trees, all dead palm fronds shall be removed. If fruit trees are requested by a homeowner and approved by the ARB, the homeowner must maintain them properly to avoid any rotting fruit on the tree or the ground that can attract bugs and native wood land animals. The ARB application must include a plot plan showing the proposed and/or existing locations of the tree(s), the types and names of the new tree(s), their size at planting and estimated size at maturity.

(m) Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved with St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on the front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

1. Lawns must be mowed and edged no less than once per week during the growing season, normally April through October. Lawns must be mowed and edged as needed to keep a neat appearance during the dormant months, normally every other week during the months of November through March. Lawns must be properly fertilized and weed free. Dead or diseased sod shall be removed and that area must be re-sodded with St. August grass.

2. Plants and shrubs must be kept neatly trimmed and in a healthy condition. Dead or declining plant materials must be removed. All planting beds must be kept free of weeds. Removal of plants to create a barren view will not be allowed. Creation of planting bed(s) in excess of 20% of the total front and side yards, or 20% of the total unfenced rear yard must obtain prior approval of the ARB.

3. Lawn ornaments and figurines: These types of additions must be approved by the ARB prior to installation in the landscape of the home.

**(t) PODs. Use of PODs for moving and transporting personal property is now a common system used by many owners. PODs may be used during remodeling, doing home improvements or when moving in or out of the house. PODs may be placed on a Lot for these purposes with the following stipulations: PODs must be placed in the driveway, not in the street or yard, and should be placed as to not block the sidewalks. PODs may be on site for a period not to exceed 10 days within a 30 day period.**

**(u) Hurricane Shutters. Shutters may be installed seven (7) days prior to the expected arrival of any "Named Storm". They must be removed within fifteen (15) days after the storm has passed from the Central Florida area.**

**1. Manufactured Shutters must be approved by the ARB. Roll Down, Accordion and Storm Panel are design types that are permitted. An application for approval of the type and color of these shutters must be submitted to the ARB and approved prior to installation. Awning type shutters are not permitted.**

**2. Temporary Plywood Shutters can be installed by the owners without prior approval of the ARB, during the time period set forth above, and must be removed within fifteen (15) days after the Named Storm has passed the Central Florida area. When not needed, storm shutters must be stored in the garage or some other place out of public view.**

**(v) Window Coverings. No unauthorized window coverings are to be displayed in public view in or from any window. Authorized coverings include curtains, draperies, plantation shutters, horizontal or vertical blinds, and such other coverings as are approved and permitted by the ARB from time to time. No window air conditioners are allowed.**

ACTIVE: R22994/354349:7098230\_1\_BPATRIE revised May 2015 and June 2015

This instrument prepared by and )  
should be returned to: )  
) )  
**Elizabeth A. Lanham-Patrie, Esquire** )  
Becker & Poliakoff, P.A. )  
111 North Orange Ave. )  
Suite 1400 )  
Orlando, FL 32801 )  
(407) 875-0955 )  
) )  
) )  
) )  
) )

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**CERTIFICATE OF AMENDMENT  
TO  
DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS  
OF REMINGTON**

**ARCHITECTURAL PLANNING CRITERIA**

**THIS IS TO CERTIFY** that the language on attached Exhibit "A" hereby amends Article VI, and Article VI, Sections 4 (c), (d), (e), (f), (h), (j), (k) (l), (m), (n), (u) and (v) of the following Declarations:

1. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B"** recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C"** recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D"** recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E"** recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
5. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "F"** recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.
6. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL G** recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

7. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.
10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
11. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION) recorded in Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.
12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

This Amendment was duly and properly adopted by 2/3 approval of the Architectural Review Board at a meeting held on March 7, 2019, and by 2/3 approval of the Board of Directors at a meeting held on March 7, 2019, pursuant to Article VI, Section 2 of the Declarations.

Executed at Kissimmee (city), Osceola County, Florida, on this the 7<sup>th</sup> day of March, 2019.

Signed and deliver in the presence of:

REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Printed Name: Rendon Miller

By: [Signature]  
Printed Name: LINDA STRANGE  
Title: President

[Signature]  
Printed Name: Wanda Boucher

(CORPORATE SEAL)

[Signature]  
Printed Name: Rendon Miller

Attest: [Signature]  
By: [Signature]  
Printed Name: Chassidy Bowles  
Title: Secretary

[Signature]  
Printed Name: Wanda Boucher

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2019, by LINDA STRANGE, and Chassidy Bowles, as President and Secretary, respectively, of **REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They  are personally known to me or [ ] have produced \_\_\_\_\_ as identification.

WITNESS my hand in the County and State last aforesaid on this 7<sup>th</sup> day of March, 2019.



Notary Public-State of Florida  
Print Name: Rodney D. Cotten Commission No.: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

ACTIVE: R22994/354349:12019665\_1\_BPATRIE

Additions to text are indicated by **bold underline**; deletions by **strikeout**.

# EXHIBIT "A"

## AMENDMENT

### REMINGTON MASTER HOMEOWNERS ASSOCIATION

#### *"Architectural Planning Criteria"*

Article VI, Section 4 can be amended by the approval of 2/3 of the Architectural Review Board ("ARB") and the approval of 2/3 vote of the Board of Directors. Now therefore, the ARB and the Board of Directors hereby amends **Article VI, Section 4** of the following Declarations:

1. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
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Page 1 of 8

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15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.
18. CERTIFICATE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF REMINGTON recorded at Official Records Book 4845, Page 1024, Public Records of Osceola County, Florida on September 22, 2015.
19. CERTIFICATE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF REMINGTON ARCHITECTURAL PLANNING CRITERIA recorded at Official Records Book 4845, Page 1034, Public

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Page 2 of 8



The above listed Declarations and Supplemental Declarations are hereby identified collectively as the “**Declarations**”).

Article VI, Sections 4 (c), (d), (e), (f), (h), (j), (k) (l), (m), (n), (u) and (v) of the Declarations are hereby amended as set forth below.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined. **Owner shall obtain all permits required by any local, county or state agencies.**

...

#### **Section 4. Architectural Review Board Planning Criteria.**

...

(c) **Exterior Color Plan.** All exterior paint colors must receive approval from the ARB prior to starting the project. Failure to receive necessary approval may result in the owner having to repaint their home an approved color. A Color Pallet book is available from the ARB for the owners to use in selecting their new colors, **and a color in the Color Pallet book must be used when painting the home.** The Color Pallet book of approved paint colors, listed by name and code number, is on the RemingtonMasterHOA.com website with the ARB application form. If repainting the home same colors, approval is still needed from the ARB, **even if the Owner is painting the home the same or a similar color, and the same or a similar color will only be approved if it is an approved color in the Color Pallet book or if the color was the color of the home when initially constructed. The Owner will be required to prove that the color is the color of the home when initially constructed by the Developer.** ~~Owners shall attach samples of the existing color to the application for review by the ARB.~~ All garage doors shall be painted the same color as the main body of the house. All windows shall be either white or bronze (not galvanized). **Notwithstanding the foregoing, exterior paint touch up does not require the approval of the ARB. For purposes of this Section, paint touch up is considered to be relatively small areas of an outside wall or a complete outside wall area of the home from corner to corner so as to not look spotty or blotchy, but not the entire house. If the touch up paint does not blend with the current paint color, since the current paint color may fade over**

time, then the entire wall, from corner to corner must be painted. The touch up paint color must be the same color as the paint color currently on the home.

(d) **Roofs.** The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. ~~Subject to approval by the ARB, s~~Secondary roofs may **shall** have a pitch of **at least** 3/12. The composition of all ~~pitched roofs,~~ **main roofs or secondary roofs,** shall be fungus resistant architectural shingle, **no other type of roofing material is permitted; provided, however, the ARB may, in its sole discretion, permit roofing shingles made of other materials if it deems the other material to be a better, longer lasting material or if the material must be permitted pursuant to Section 164.04, Florida Statutes, regarding solar collectors and other energy devices,** ~~or better, or other composition approved by the ARB.~~ Roofs and all materials that are part of the roof must be maintained in good condition and the surface shall be kept free of dirt, mildew or algae buildup. The roof shingles, or other types of ~~approved roofs,~~ **installed prior to this Amendment,** must be cleaned when the roof shows a buildup covering approximately 20% of the surface. When making repairs, the material, style and color of the new roof shingles or other types of ~~approved roofing materials installed prior to this Amendment~~ **must match as close as possible to that of the existing roof, otherwise the entire roof must be replaced. When replacing the entire roof, the requirements set forth in this Section, including but not limited to, the pitch and composition of the roof, must be strictly followed.** All changes or repairs to all roofs must receive prior approval from the ARB.

(e) **Garages.** In addition to the requirements stated in paragraph (a) above of this Section 4, all garages must have a minimum width of twenty feet (20') for a two car garage; thirty feet (30') for a three car garage; or forty feet (40') for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16') feet for a two car garage or two (2) sixteen (16') foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8') feet in width. No carports will be permitted. A garage on each Lot shall be maintained and utilized as a garage for the parking of cars in accordance with the foregoing provisions, **and the storing of equipment and personal items, but** ~~and~~ shall not be enclosed as part of an Improvement. **Garage door screens are permitted as long as they are approved by the ARB. They can be on 2 tracks or 4 tracks, and must slide across to one side to allow easy access for vehicles to enter and exit the garage. Garage screen doors must be vinyl coated in white only and the screening must be transparent. Privacy screens will not be approved by the ARB.**

(f) **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16') feet in width at the entrance to the garage. No driveway width expansions beyond the outside width of the garage will be approved by the ARB. **Expansion of the driveway requires the prior written approval of the ARB, and as part of the condition of approval, the Owner must obtain a permit from the County, and once the final inspection is completed by the County, provide a copy of the final inspection to the Association.** ~~Unless prior approval is obtained from the ARB, A~~all driveways, **and driveway expansions,** must be constructed of concrete **or brick pavers. The material used on the driveway must be only one type of material, either concrete or brick pavers. The material used on a driveway expansion must be only one type of material, either concrete or brick pavers; however, the material used on the driveway expansion does not have to be the same**

**material as the material used on the driveway. For example, the Owner may have a concrete driveway with brick pavers used for the expansion.** Driveway and sidewalk painting is not an approved application. Some surface improvements are being approved but they must be approved in writing by the ARB before starting the application. **The surface improvement being approved is a concrete stain called H&C concrete stain, the color to be used shall match Sherwin Williams SW6001 Grayish. It is also recommended that Owners add the SharkGrip anti-slip additive. If they wish to add a border or etching, they must use SW6002 Essential Gray as the complementary color. This concrete stain shall only be applied to the driveway and apron, not the sidewalks.** When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB. Any modifications or additions to driveways must be reviewed and approved by the ARB. Materials used for driveway modifications must also be approved by the ARB.

...

**(h) Walls, Fences and Shelters.** No wall or fence shall be constructed with a height of more than six (6') feet above the ground level of an adjoining Lot; except, however, on a Golf Course Lot where the maximum height shall be four (4') feet high and picket style only. On Water Front View Lots, **the fence along the side of the house may be a picket or privacy style fence up to a height of six (6') feet high; however, starting at the rear corners of the home all fencing around the perimeter of the backyard** ~~only the section of fence along the water front boundary must~~ **shall only** be four (4') feet high and picket style only. If a fence is constructed so that it abuts against a brick wall, the fence shall not be allowed to exceed the height of the brick wall. Further, no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. **All fences must be set back, toward the backyard, at least ten (10') feet from the front corner of the home.** All fences shall be white in color and made of wood or pvc. Wood fences must be painted white on both sides. All fences shall be maintained in good condition and kept clean from dirt, mildew or algae. The height of any wall or fence shall be measured from the existing property elevations. ~~Chain link fences will not be permitted.~~ Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final.

...

**(j) Swimming Pools and Tennis Courts.** The plans for any swimming pool or tennis court to be constructed on any Lot must be submitted to the ARB for approval and the ARB's approval will be subject to the following:

...

(5) Pools must be properly maintained and cleaned regularly. If a pool is to be placed out of service, it must have a properly designed pool cover installed. **The area inside the pool enclosure, in addition to the pool, must be kept in a good, clean, neat and attractive condition. No trash or rubbish shall be kept inside the pool enclosure.**

(k) **Temporary Structures.** No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period on that Lot. Small commercially manufactured ~~tool sheds~~/storage units made of heavy duty hard plastic may be installed outside a home. Written approval from the ARB must be obtained before installation begins. ~~Sheds~~/storage units must be installed on the back wall or on the back half of a side wall of the house. However, houses that back up to the golf course or to any pond must only be installed on the back half of a side wall of the house, and must be hidden from view from the front and the back of the house by shrubs or lattice work. All ~~sheds~~/storage units must be bolted to the outside wall of the home or bolted to a concrete slab or heavy pavers and must have a latch on the doors to protect against high wind conditions. For Vertical ~~Sheds~~ **storage units**, the maximum dimensions that will be considered for ARB approval will be Width 4 ft., Depth 3 ft., and Height 6 ft. For Horizontal ~~Sheds~~ **storage units**, the maximum dimensions that will be considered for ARB approval will be Width 6 ft., Depth 3 ft., and Height 4 ft. ~~Free-standing sheds of any kind are prohibited.~~ **A temporary structure is defined as any structure not permanently attached to a single family home, including but not limited to, any free stranding structure that does not have in-ground concrete footings and/or any structure that can be assembled and disassembled or moved with minimal human power and effort. Owners are reminded that any Temporary Structures that are not firmly attached to the ground may be very susceptible to movement during strong winds, thereby, increasing the potential of damage to the Owner's Lot or other Lots in the neighborhood or vehicles. Failure to secure a Temporary Structure could leave the Owner liable for any damage incurred.**

(l) **Trees.** In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the builder to incorporate those existing landscaping items in his landscaping plan. No trees shall be added or removed without **the written** approval of the ARB. **If a tree between the sidewalk and the street (hereinafter a "Street Tree") is removed, a new tree must be planted to replace the tree that was removed.** Laurel Oaks, and Drake Elms, **King, Queen and Royal Palms** are acceptable for installation in the ~~easement~~ **property located** between the sidewalk and the street, **after obtaining the written approval of the ARB.** ~~The initial builder of a dwelling or other improvement on a Lot will be required to plant sufficient trees on the Lot in order to comply with the Tree Planting Plan for the Property approved by Osceola County, as such Tree Planting Plan is identified under the plans thereof dated June 29, 1995, a copy of which is, and shall be maintained, in the records of the ASSOCIATION. The Owner of each Lot and the initial Builder of a dwelling or other improvement on a Lot shall be required to comply with the foregoing Tree Planting Plan for the Property. All trees, including street trees, shall be maintained by the individual owner of the Lot.~~ **Tree branches shall be trimmed or removed so as to allow clearance over the sidewalk and street as set forth below, to remove dead branches, and to prevent damage due to strong wind or a hurricane. Tree branches shall not be trimmed or removed for any other reasons without the written approval of the ARB.**

These **Street Trees** must be kept trimmed to a height that allows clear pedestrian or vehicle traffic, approximately 8ft. over sidewalks and ~~10~~ **14** ft. over the streets. Trees, **located anywhere on the Lot, and Street Trees** that die from weather or disease must be removed

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Page 6 of 8

**subject to the approval of the ARB. If the tree is a Street Tree it must also be replaced as set forth above. A Street Tree must be replaced with one of the types of trees identified in the above paragraph. The removal and/or replacement of the dying tree must first have the written approval of the ARB. Once a tree is removed, after obtaining the written permission of the ARB, the stump must be ground and removed and St. Augustine sod placed in the impacted area, unless a new tree is to be planted in that same spot.** With regard to Palm Trees, all dead palm fronds shall be removed. If fruit trees are requested by an ~~home~~Owner and approved by the ARB, the ~~home~~Owner must maintain them properly to avoid any rotting fruit on the tree or the ground that can attract bugs and native wood land animals. The ARB application must include a plot plan showing the proposed and/or existing locations of the tree/(s), the types and names of the new tree(s), their size at planting and estimated size at maturity.

(m) **Landscaping.** A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure, exclusive of trees, an irrigation system and sodding, in accordance with the following requirements:

- (1) At least \$500.00 for any Lot with 50' or less frontage;
- (2) At least \$600.00 for any Lot with 60' frontage;
- (3) At least \$750.00 for any Lot with 75' frontage; and
- (4) An additional sum of \$250.00 per Lot shall be applicable to any Lots adjacent to the Country Club property and such additional sum of \$250.00 shall be allocated to additional landscaping for the rear yard adjacent to Country Club property.

Sodding must be improved with St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each Improvement must have shrubs on the front and side yards. Each Improvement shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer.

1. *Lawns* must be mowed and edged no less than once per week during the growing season, normally April through October. Lawns must be mowed and edged as needed to keep a neat appearance during the dormant months, normally every other week during the months of November through March. Lawns must be properly fertilized and weed free. Dead or diseased sod shall be removed and that area must be re-sodded with St. August grass.

2. *Plants and shrubs* must be kept neatly trimmed and in a healthy condition. Dead or declining plant materials must be removed. All planting beds must be kept free of weeds. Removal of plants to create a barren view will not be allowed. Creation of planting bed(s) in excess of 20% of the total front and side yards, or 20% of the total unfenced rear yard must obtain prior approval of the ARB.



Osceola County, Florida on October 12, 1998.

8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
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The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "Declarations").

This Amendment was duly and properly adopted by at least 2/3rds of the members of the Board of Directors at a meeting held on March 7, 2019, pursuant to Article XI, Section 6 of the Declarations.

Executed at Kissimmee (city), Osceola County, Florida, on this the 7<sup>th</sup> day of March, 2019.

Signed and deliver  
in the presence of:

[Signature]  
Printed Name: Rendon Miller

Wanda Bowler  
Printed Name: Wanda Bowler

REMINGTON MASTER HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
Printed Name: Linda Strange  
Title: President

(CORPORATE SEAL)

x [Signature]  
Printed Name: Rendon Miller

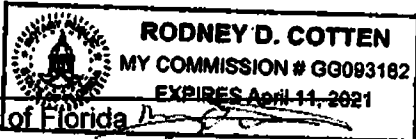
Wanda Bowler  
Printed Name: Wanda Bowler

Attest: [Signature]  
By: [Signature]  
Printed Name: Chassidy Bowles  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2019, by LINDA STRANGE, and Chassidy Bowles as President and Secretary, respectively, of **REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They  are personally known to me or [ ] have produced \_\_\_\_\_ as identification.

WITNESS my hand in the County and State last aforesaid on this 7<sup>th</sup> day of March, 2019.



Notary Public-State of Florida [Signature]  
Print Name: Rodney D. Cotten

Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACTIVE: R22994/354349:12020022\_1\_BPATRIE



# EXHIBIT "A"

## AMENDMENT

### REMINGTON MASTER HOMEOWNERS ASSOCIATION

Article VII, Sections 4, 5, 15, and 18 of the Declarations can be amended by the approval of 2/3 of the members of the Board of Directors of Remington Master Homeowners Association, Inc. (the "Board"). Now therefore, the Board hereby amends **Article VII, Sections 4, 5, 15, and 18** of the following Declarations:

1. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B" recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C" recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D" recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E" recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
5. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "F" recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.
6. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL G recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.
7. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Page 1 of 4

10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
11. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 1 (PARCEL J DECLARATION) recorded in Official Records Book 1817, Page 2248, Public Records of Osceola County, Florida on December 22, 2000.
12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.
18. CERTIFICATE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF REMINGTON recorded at Official Records Book 4845, Page 1024, Public Records of Osceola County, Florida on September 22, 2015.
19. CERTIFICATE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF REMINGTON ARCHITECTURAL PLANNING CRITERIA recorded at Official Records Book 4845, Page 1034, Public Records of Osceola County, Florida on September 22, 2015.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**").

Article VII, Sections 4, 5, 15, and 18 of the Declarations are hereby amended as follows:

## ARTICLE VII

### RESTRICTIVE COVENANTS

Section 4. Games and Play Structures. No basketball goals, poles or structures shall be permitted on a Lot unless in accordance with the following criteria. No goal, backboard, pole or other basketball structure shall be affixed to the dwelling on the Lot; any temporary, movable basketball structure shall be situated in the driveway perpendicular to the adjacent street and shall be located **half the distance between the garage door and the sidewalk (the side of the sidewalk closest to the house) or it can be located closer to the house than the sidewalk not closer than fifteen (15) feet from the street right-of-way line;** any basketball structure of any nature in the backyard must be approved by the ASSOCIATION. All treehouses or platforms of a like kind or nature shall not be constructed on any part of the Lot. **A swing set or any other type of play structure, which includes but is not limited to a trampoline, shall not be installed without the written approval of the ARB. The OWNER/resident must complete an ARB application, which application shall include a picture of the play structure with dimensions, an aerial view of the Lot showing the proposed location of the swing set or other type of play structure, and any additional information required by the ARB. All swing sets or other types of play structures must be located in the backyard of the Lot. Please be aware that some insurance companies will not insure damages or injuries occurring from trampolines or other types of play structures; therefore, as an OWNER/resident you would be liable for any such damages or injuries.**

**All portable play and recreational structures and/or equipment shall be removed upon the issuance of a tornado, Tropical Storm or Hurricane watch or warning. If the play or recreational structure and/or equipment is not portable, residents shall take any and all actions to secure the play or recreational structure and/or equipment so that it does not cause any bodily injury or damage to any persons or property. It is recommend that play or recreational structures and/or equipment that are not portable be anchored to the ground. Owners are reminded that any portable play or recreational structures that are not firmly attached to the ground may be very susceptible to movement during strong winds, thereby, increasing the potential of damage to the Owner's Lot or other Lots in the neighborhood or vehicles. Failure to secure a portable play or recreational structure could leave the Owner liable for any damage incurred.**

Section 5. Litter. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities **may be placed neatly on the side of the house; provided that the same shall be screened, to the extent reasonable under the circumstances, from view from the street and such screening is approved by the ARB, outside the Lot upon which same are located and In addition, all containers, dumpsters and other garage collection facilities must be** kept in a clean condition with no noxious or offensive odors emanating therefrom.

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

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...

**Section 15. Maintenance of the Property.** In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, **including but not limited to, within any pool enclosure or screen enclosure.** All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the ASSOCIATION, or the ARB, the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment against the Lot as provided in Article V. Such entry by the ASSOCIATION or its agents shall not be a trespass. **If the ASSOCIATION decides not to proceed with self-help, as set forth in this Section, the ASSOCIATION shall have the right to take the appropriate legal action against the OWNER/resident as set forth in Article IX of the Declarations.** In addition to the specific maintenance provisions set forth in this Declaration and in the Architectural Planning Criteria, the Board can, from time to time, adopt additional Rules and Regulations, which set forth the maintenance requirements and standards in the community.

...

**Section 18. Prohibited Structures.** No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, or outbuilding shall be parked or erected on the Property at any time without the express written permission of the ARB. **Sheds Storage units** shall only be permitted as provided in Article VI, Section 4(k) of these Declarations. Tree houses of any kind are prohibited.

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3. *Lawn ornaments and figurines:* These types of additions must be approved by the ARB prior to installation in the landscape of the home.

**4. Rocks and pebbles: No rocks and/or pebbles shall be permitted to be placed around the exterior of the home for purposes of landscaping or for any other purpose except as placed for an ARB-approved weeping drain.**

**5. Drainage: If the ARB permits a structure or any hardscape to be placed or erected on the Lot which may, in the sole opinion of the ARB, affect drainage, the Owner shall install a French drain or weeping drain.**

(n) **Air Conditioning, Plumbing and Heating Equipment.** All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street, Lot or Country Club property. Wall air conditioning units **are not permitted** ~~may be permitted only with the prior written approval of the ARB.~~ No window air conditioning units shall be permitted. All plumbing for improvements on a Lot shall conform to City of Kissimmee Water Conservation Program **as amended from time to time.**

...

(u) **Hurricane Shutters.** Shutters may be installed seven (7) days prior to the expected arrival of any "Named Storm". They must be removed within fifteen (15) days after the storm has passed from the Central Florida area.

1. Manufactured Shutters must be approved by the ARB. Roll Down, Accordion and Storm Panel are **the only** design types that are permitted. An application for approval of the type and color of these shutters must be submitted to the ARB and approved prior to installation. **The manufactured shutters and panels must be white, except for manufactured metal or Lexan plastic corrugated storm panels, which may not come in white. The casings and hardware for hurricane shutters must be white or match the color of the trim of the home, except if the shutters and panels installed are the manufactured metal or Lexan plastic, in which case, the casings and hardware must be the ones provided by the manufacturer for such shutters.** ~~Awning type shutters are not permitted.~~

2. Temporary Plywood Shutters can be installed by the owners without prior approval of the ARB, during the time period set forth above, and must be removed within fifteen (15) days after the Named Storm has passed the Central Florida area. When not needed, storm shutters must be stored in the garage or some other place out of public view.

(v) **Window Coverings.** No unauthorized window coverings are to be displayed in public view in or from any window. Authorized coverings include curtains, draperies, plantation shutters, horizontal or vertical blinds, and ~~such~~ other coverings, **such as transparent, non-mirrored window tint,** as are approved and permitted by the ARB from time to time. No window air conditioners are allowed.

ACTIVE: R22994/354349:12166791\_1\_BPATRIE

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

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This instrument prepared by and )  
should be returned to: )  
) )  
**Elizabeth A. Lanham-Patrie, Esquire** )  
Becker & Poliakoff, P.A. )  
111 North Orange Ave. )  
Suite 1400 )  
Orlando, FL 32801 )  
(407) 875-0955 )  
) )  
) )  
) )

---

**CERTIFICATE OF RECORDING  
REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**WHEREAS**, Remington Master Homeowners Association, Inc. ("Association") is the corporation charged with the operation, maintenance, and management of the property within its jurisdiction and which property is subject to the following Declarations:

1. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "B"** recorded in Official Records Book 1271, Page 2438 of the Public Records of Osceola County, Florida on July 21, 1995.
2. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "C"** recorded in Official Records Book 1399, Page 2342 of the Public Records of Osceola County, Florida on May 8, 1997.
3. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "D"** recorded in Official Records Book 1272, Page 1252 of the Public Records of Osceola County, Florida on July 25, 1995.
4. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "E"** recorded in Official Records Book 1272, Page 1285 of the Public Records of Osceola County, Florida on July 25, 1995.
5. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR REMINGTON - PHASE 1 TRACT "F"** recorded in Official Records Book 1272, Page 2251 of the Public Records of Osceola County, Florida on July 25, 1995.
6. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL G** recorded in Official Records Book 1542, Page 1318 of the Public Records of Osceola County, Florida on October 12, 1998.
7. **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON**

- PARCEL H recorded in Official Records Book 1542, Page 1419 of the Public Records of Osceola County, Florida on October 12, 1998.
8. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL H recorded in Official Records Book 1842, Page 1768, Public Records of Osceola County, Florida on March 1, 2001.
  9. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL I recorded in Official Records Book 1542, Page 1508 of the Public Records of Osceola County, Florida on October 12, 1998.
  10. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL J recorded in Official Records Book 1542, Page 1565 of the Public Records of Osceola County, Florida on October 12, 1998.
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  12. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 2 (PARCEL J DECLARATION) recorded in Official Records Book 2002, Page 1306, Public Records of Osceola County, Florida on February 13, 2002.
  13. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL K, PHASE 3 (PARCEL J DECLARATION) recorded in Official Records Book 2169, Page 2864, Public Records of Osceola County, Florida on January 2, 2003.
  14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS EAGLES LANDING (REMINGTON PARCEL "L") recorded in Official Records Book 2482, Page 2023 of the Public Records of Osceola County, Florida on April 8, 2004.
  15. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON PARCEL M recorded in Official Records Book 2371, Page 2734 of the Public Records of Osceola County, Florida on October 28, 2003.
  16. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL M-3 recorded in Official Records Book 2573, Page 265, Public Records of Osceola County, Florida on August 4, 2004.
  17. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REMINGTON PARCEL O recorded in Official Records Book 2657, Page 103, Public Records of Osceola County, Florida on December 15, 2004.

The above listed Declarations and Supplemental Declarations are hereby identified collectively as the "**Declarations**"; and

**WHEREAS**, Section 6.11 of the Amended and Restated Bylaws of Remington Master Homeowners Association, Inc., recorded at Official Records Book 4295, Page 2379 of the Public Records of Osceola County, Florida, provides that the Board of Directors shall have the power to adopt Rules and Regulations regarding use of the Lots and the Common Property as those terms are defined in the Declaration; and

**WHEREAS**, the Board has deemed it necessary to adopt Rules and Regulations regarding the community, and has recently amended these Rules and Regulations.

**NOW THEREFORE**, the Board has adopted and wishes to record in the Public Records of Osceola County, Florida, the 2015 Rules and Regulations and the 2019 Amendment to Rules and Regulations, which are attached hereto and incorporated herein as **Composite Exhibit "A"**.

Executed at Kissimmee (city), Osceola County, Florida, on this the 7<sup>th</sup> day of March, 2019.

Signed and deliver  
in the presence of:

x [Signature]

Printed Name: Rendon Miller

Wanda Bowles  
Printed Name: Wanda Bowles

x [Signature]

Printed Name: Rendon Miller

Wanda Bowles  
Printed Name: Wanda Bowles

**REMINGTON MASTER HOMEOWNERS  
ASSOCIATION, INC.**

By: [Signature]

Printed Name: LINDA STANKE

Title: President

(CORPORATE SEAL)

Attest: [Signature]

Printed Name: Chassidy Bowles

Title: Secretary

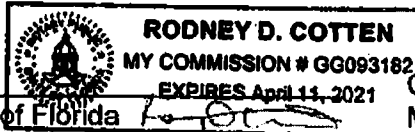
(Notary on the Next Page)



STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2019, by Linda Strange and Chassidy Bowles, as President and Secretary, respectively, of **REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They  are personally known to me or [ ] have produced \_\_\_\_\_ as identification.

WITNESS my hand in the County and State last aforesaid on this 7<sup>th</sup> day of March, 2019.



Notary Public-State of Florida [Signature] Commission No.: \_\_\_\_\_  
Print Name: Rodney D. Cotten My Commission Expires: \_\_\_\_\_

ACTIVE: R22994/354349:12020660\_1\_BPATRIE

# REMINGTON MASTER HOMEOWNERS ASSOCIATION

## 2015 RULES & REGULATIONS

### **These Rules & Regulations are enacted by the Board of Directors of the Remington Master Homeowners Association as supplements to the Declarations of Protective Covenants and Restrictions.**

**Satellite Dishes and Ham Radios:** The antenna for ham radios shall be retractable or fully removable, and shall be retracted or fully removed when not in actual operation. In the event that a ham radio operator is part of the communication link in a declared emergency, the antenna may remain in place during this emergency. Applications for antennas, except those required to be permitted pursuant to Federal and Florida law, must include: a plot plan showing the proposed location of the antenna and a catalog or brochure indicating the type and size of the antenna, and such application must be approved by the Board; provided, however, in the Somerset at Remington neighborhood, such applications must be approved by the Architectural Review Board ("ARB"). All wires for antennas or satellite dishes shall be mounted to the house and shall not be free hanging; the wires should be painted to match the exterior color of the home. As long as placement does not impair reception of an acceptable signal, antennas or satellite dishes should not be mounted in plain view of the street, or in any manner that is obtrusive to other homeowners.

**Parking Restrictions:** No vehicle shall be parked in any manner as to block the sidewalks and restrict pedestrian traffic. No vehicle shall park on any section of the Lot, except the driveway or in the garage. Parking on any grass area is prohibited. All other parking restrictions as enacted by the CDD will be enforced by the CDD.

**Commercial Vehicles:** Commercial vehicles are not permitted to be parked or stored on a Lot unless they are parked in the garage. Commercial vehicles include any vehicle displaying business signs or advertisements. If parked in the driveway, advertisements or signs displayed on personal vehicles or vans must be covered with a magnetic plate or a "car cover" that presents a neat and clean appearance. If parked in the driveway, all work equipment, tools and materials must be removed from the vehicle and stored out of public view. Commercial trailers must be parked in the garage.

**Debris/Rubbish:** Garbage containers, yard debris, rubbish, trash, or other similar articles, shall not be stored or permitted in any area on the exterior of the dwelling or property which is visible to the neighbors or the public. Garbage containers, yard debris, and other trash to be picked up shall be put at curbside no earlier than 6:00 p.m. the evening before the scheduled pickup. Garbage containers shall be removed from curbside by the end of the pickup day and stored either in the garage or some other location out of public view.

**Recycling Carts:** Recycling carts are only to be used for comingled recyclable materials as listed on the carts lid label and shall not be used for garbage or yard debris. A copy of acceptable recyclable items and materials can be found on the Remington website at RemingtonMasterHOA.com. Any recyclable materials left outside this cart will NOT be picked up. Recycling carts waiting to be picked up shall be put at curbside no earlier than 6:00 p.m. the evening before the scheduled pickup. Recycling carts shall be removed from curbside by the end of the pickup day and stored either in the garage or some other location out of public view.

**Boats, Jet Skis, Travel Trailers & Motor Homes:** These recreational vehicles and equipment are not allowed to be STORED or parked on the Lot, except in the garage. You may have the recreational vehicle and equipment in the driveway of the home for up to forty-eight (48) consecutive hours, in a one (1) month period, for cleaning, maintaining or outfitting purposes. At NO time can these or any other recreational vehicles or equipment, parked in the driveway, be used as a temporary residence.

**Businesses:** No homeowner may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot, except as permitted by law.

**Vehicle Repairs:** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation.

**Game and Play Structures:** No basketball goal, backboard, pole or other structure shall be affixed to the dwelling on the Lot; any temporary movable basketball structure shall not be used in the street, and must be situated in the driveway perpendicular to the adjacent street and shall be located no closer than fifteen (15) feet from the street right-of-way line. This section does not apply to Somerset at Remington.

**Signs:** No signs of any kind shall be displayed in public view on any Lot except for the following: (1) one temporary sign of not more than six (6) square feet advertising the property for sale and placed in the front lawn of the Lot. (Except homes on the Golf Course can also have a second for sale sign in the backyard of the Lot); and (2) one sign no larger than two (2) square feet provided by a contractor for security services and installed within ten (10) feet of the entrance to the home. FOR RENT SIGNS AND ALL OTHER TYPES OF SIGNS ARE PROHIBITED unless approved by the CDD or the Association.

**Maintenance Standards:** In addition to the maintenance standards set forth in the Declarations, as amended from time to time, and the Architectural Planning Criteria for all the Declarations, and Somerset at Remington, as amended from time to time, the following maintenance standards shall be followed:

1. Exterior Paint: The exterior paint shall not be flaking, peeling, unclean, mildewed, molded, stained, etc.
2. Roofs: In addition to keeping the roof free of dirt, mildew and algae, all broken or missing shingles must be replaced after receiving the approval of the ARB.
3. Fences: Fences shall not be broken, sagging, or rotting, and must be kept clean from dirt, mildew or algae. If all or a portion of the fence must be replaced, the approval of the ARB is required.

# REMINGTON MASTER HOMEOWNERS ASSOCIATION

## 2019 AMENDMENT TO THE RULES & REGULATIONS

**These Rules & Regulations are enacted by the Board of Directors of the Remington Master Homeowners Association as supplements to the Declarations of Protective Covenants and Restrictions, and are amendments to the 2015 Rules and Regulations. All Rules and Regulations not revised herein shall remain in full force and effect.**

**Parking Restrictions:** No vehicle shall be parked in any manner as to block the sidewalks and restrict pedestrian traffic. No vehicle shall park on any section of the Lot, except the driveway or in the garage. Parking on any grass area is prohibited, **including parking on any grassy areas owned by the CDD. The Association shall have the right to fine for violations of the parking rules of the Association, including violations located on the CDD property, as provided in the Use Agreement between Remington Master Homeowners Association, Inc., and Remington Community Development District recorded at Official Records Book 5400, Page 478 of the Public Records of Osceola County, Florida. Except as provided herein, a**All other parking restrictions as enacted by the CDD will be enforced by the CDD.

**Games and Play Structures:** No basketball goal, backboard, pole or other structure shall be affixed to the dwelling on any Lot; any temporary movable basketball structure shall not be used in the street, and must be situated in the driveway perpendicular to the adjacent street and shall be located **half the distance between the garage door and the sidewalk (the side of the sidewalk closest to the house) or it can be located closer to the house than the sidewalk** ~~no closer than fifteen (15) feet from the street right-of-way line.~~ This section does not apply to Somerset at Remington.

ACTIVE: R22994/354349:12020258\_1\_BPATRIE

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

# REMINGTON MASTER HOMEOWNERS ASSOCIATION

## *“Architectural Planning Criteria”*

### FOR

### SOMERSET AT REMINGTON

Article VI, Section 6.9 permits the Architectural Review Board (“ARB”) to promulgate rules and regulations as it deems necessary. Now therefore, the ARB hereby promulgates the following Architectural Planning Criteria:

**PODs:** Use of PODs for moving and transporting personal property is now a common system used by many owners. PODs may be used during remodeling, doing home improvements or when moving in or out of the house. PODs may be placed on a Lot for these purposes with the following stipulations: PODs must be placed in the driveway, not in the street or yard, and should be placed as to not block the sidewalks. PODs may be on site for a period not to exceed 10 days within a 30 day period.

**Fences:** All fences shall not exceed 6 feet in height above the ground level of an adjoining Lot, except on a Water Front View Lot, the section of the fence along the water front boundary must be 4’ feet high and picket style only. A fence constructed so that it abuts against a brick wall shall not be allowed to exceed the height of the brick wall. All fences shall be white in color and made of wood or PVC. Wood fences must be painted white on both sides. All fences shall be maintained in good condition and kept clean from dirt, mildew or algae. All other fence restrictions shall conform to the Declaration of Covenants, Conditions, Easements and Restrictions for Somerset at Remington (“Declaration”).

#### **Landscaping:**

**A. Lawns** must be mowed and edged no less than once per week during the growing season, normally April through October. Lawns must be mowed and edged as needed to keep a neat appearance during the dormant months, normally every other week during the months of November through March. Lawns must be properly fertilized and weed free. St. Augustine grass is the only approved variety of grass to be installed in lawns, except in Somerset at Remington where Bahia grass is also permitted. Owners may install any of the five types of St. Augustine grass. Dead or diseased grass shall be removed and replaced with new grass.

**B. Plants and shrubs** must be kept neatly trimmed and in a healthy condition. Dead or declining plant materials must be removed and replaced. All planting beds must be kept free of weeds. Removal of plants to create a barren view will not be allowed. Creation of planting bed(s) in excess of 20% of the total front and side yards, or 20% of the total unfenced rear yard must obtain prior approval of the ARB.

**C. Trees** may not be added or removed without approval from the ARB. Laurel Oaks and Drake Elms are acceptable for installation in the front yard of these homes. Front yard trees must be kept trimmed to a height that allows clear pedestrian or vehicle traffic, approximately 8ft. over sidewalks and 10 ft. over the streets. Trees that die from weather or disease must be removed. With regard to Palm Trees, all dead palm fronds shall be removed. If fruit trees are requested by a homeowner and approved by the ARB, the homeowner must maintain them properly to avoid any rotting fruit on the tree or the ground that can attract bugs and native wood land animals. The ARB application must include a plot plan showing the proposed and/or existing locations of the tree(s), the types and names of the new tree(s), their size at planting and estimated size at maturity. All trees, including street trees, shall be maintained by the individual owner of the Lot.

**D. Lawn ornaments and figurines:** These types of additions must be approved by the ARB prior to installation in the landscape of the home.

**Roofs:** The ARB shall have final approval of all roofs on Improvements. All main roofs shall have a pitch of at least 5/12. Subject to approval by the ARB, secondary roofs may have a pitch of 3/12. The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB. Roofs and all materials that are part of the roof must be maintained in good condition and the surface shall be kept free of dirt, mildew or algae buildup. The roof shingles or other types of approved roofs must be cleaned when the roof shows a buildup covering approximately 20% of the surface. When making repairs, the material, style and color of the new roof shingles or other types of approved roof must match as close as possible to that of the existing covering, otherwise the entire roof must be replaced. Any change in color or type of roof must receive prior approval from the ARB.

**Hurricane Shutters:** Shutters may be installed seven (7) days prior to the expected arrival of any "Named Storm". They must be removed within fifteen (15) days after the storm has passed from the Central Florida area.

**A. Manufactured Shutters** Must be approved by the ARB. Roll Down, Accordion and Storm Panel are design types that are permitted. An application for approval of the type and color of these shutters must be submitted to the ARB and approved prior to installation. Awning type shutters are not permitted.

**B. Temporary Plywood Shutters** can be installed by the owners without prior approval of the ARB, during the time period set forth above, and must be removed within fifteen (15) days after the Named Storm has passed the Central Florida area. When not needed, storm shutters must be stored in the garage or some other place out of public view.

**Exterior Painting:** All exterior paint colors must receive approval from the ARB prior to starting the project. Failure to receive necessary approval may result in the owner having to repaint their home an approved color. A Color Pallet book is available from the ARB for the owners to use in selecting their new colors. The Color Pallet book of approved paint colors, listed by name and code number, is on the RemingtonMasterHOA.com website with the ARB application form. If repainting the same colors, approval is still needed from the ARB. Owners shall attach samples of the existing color to the application for review by the ARB. All garage doors shall be painted the same color as the main body of the house. All windows frames shall be either white or bronze (not galvanized).

**Driveway & Sidewalk Painting:** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. No driveway width expansions beyond the outside width of the garage will be approved by the ARB. Driveway and sidewalk painting is not an approved application. Some surface improvements are being approved but they must be approved in writing by the ARB before starting the application. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. Any modifications or additions to driveways must be reviewed and approved by the ARB. Materials used for driveway modifications must also be approved by the ARB.

**Window Coverings:** No unauthorized window coverings are to be displayed in public view in or from any window. Authorized coverings include curtains, draperies, plantation shutters, horizontal or vertical blinds and such other coverings as are approved and permitted by the ARB from time to time. Window air conditioner units are prohibited.

**Swimming Pools: Location of any swimming pool(s) and tennis court(s) must be approved by ARB. :** Inground Pools are the only types of pools that are approved for installation in the Association. Pools must be properly maintained and cleaned regularly. If a pool is to be placed out of service, it must have a properly designed pool cover installed. No Above Ground Pools are permitted, except a small temporary kiddy pool, no more than one foot in depth and 4 feet in diameter. A temporary kiddy pool must not be placed on the front or side lawn and must be stored out of public view when not in use. All swimming pools must be approved by the ARB and must be fully enclosed by a screen enclosure. Any such screen enclosure shall be subject to approval by the ARB and the color of the screen enclosure frame must be white or bronze.

**Game and Play Structures:** All Game and Play Structures in Somerset at Remington must be approved by the ARB before installation. Game and Play structures in Somerset are only permitted in the rear of the residence and only if located within a fence. No basketball goal, backboard, pole or other structure shall be affixed to the dwelling on the Lot.

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Revised July 2015

File/ Rules ARB for Remington at Somerset revised from December 2014 Clean version to incorporate all changes in Remington ARB Planning Criteria Amendment.doc

# REMINGTON MASTER HOMEOWNERS ASSOCIATION

## 2015 RULES & REGULATIONS

### **These Rules & Regulations are enacted by the Board of Directors of the Remington Master Homeowners Association as supplements to the Declarations of Protective Covenants and Restrictions.**

**Satellite Dishes and Ham Radios:** The antenna for ham radios shall be retractable or fully removable, and shall be retracted or fully removed when not in actual operation. In the event that a ham radio operator is part of the communication link in a declared emergency, the antenna may remain in place during this emergency. Applications for antennas, except those required to be permitted pursuant to Federal and Florida law, must include: a plot plan showing the proposed location of the antenna and a catalog or brochure indicating the type and size of the antenna, and such application must be approved by the Board; provided, however, in the Somerset at Remington neighborhood, such applications must be approved by the Architectural Review Board ("ARB"). All wires for antennas or satellite dishes shall be mounted to the house and shall not be free hanging; the wires should be painted to match the exterior color of the home. As long as placement does not impair reception of an acceptable signal, antennas or satellite dishes should not be mounted in plain view of the street, or in any manner that is obtrusive to other homeowners.

**Parking Restrictions:** No vehicle shall be parked in any manner as to block the sidewalks and restrict pedestrian traffic. No vehicle shall park on any section of the Lot, except the driveway or in the garage. Parking on any grass area is prohibited. All other parking restrictions as enacted by the CDD will be enforced by the CDD.

**Commercial Vehicles:** Commercial vehicles are not permitted to be parked or stored on a Lot unless they are parked in the garage. Commercial vehicles include any vehicle displaying business signs or advertisements. If parked in the driveway, advertisements or signs displayed on personal vehicles or vans must be covered with a magnetic plate or a "car cover" that presents a neat and clean appearance. If parked in the driveway, all work equipment, tools and materials must be removed from the vehicle and stored out of public view. Commercial trailers must be parked in the garage.

**Debris/Rubbish:** Garbage containers, yard debris, rubbish, trash, or other similar articles, shall not be stored or permitted in any area on the exterior of the dwelling or property which is visible to the neighbors or the public. Garbage containers, yard debris, and other trash to be picked up shall be put at curbside no earlier than 6:00 p.m. the evening before the scheduled pickup. Garbage containers shall be removed from curbside by the end of the pickup day and stored either in the garage or some other location out of public view.

**Recycling Carts:** Recycling carts are only to be used for comingled recyclable materials as listed on the carts lid label and shall not be used for garbage or yard debris. A copy of acceptable recyclable items and materials can be found on the Remington website at RemingtonMasterHOA.com. Any recyclable materials left outside this cart will NOT be picked up. Recycling carts waiting to be picked up shall be put at curbside no earlier than 6:00 p.m. the evening before the scheduled pickup. Recycling carts shall be removed from curbside by the end of the pickup day and stored either in the garage or some other location out of public view.

**Boats, Jet Skis, Travel Trailers & Motor Homes:** These recreational vehicles and equipment are not allowed to be STORED or parked on the Lot, except in the garage. You may have the recreational vehicle and equipment in the driveway of the home for up to forty-eight (48) consecutive hours, in a one (1) month period, for cleaning, maintaining or outfitting purposes. At NO time can these or any other recreational vehicles or equipment, parked in the driveway, be used as a temporary residence.

**Businesses:** No homeowner may conduct or carry on any trade, business, profession or other type of commercial activity upon any Lot, except as permitted by law.

**Vehicle Repairs:** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation.



**Game and Play Structures:** No basketball goal, backboard, pole or other structure shall be affixed to the dwelling on the Lot; any temporary movable basketball structure shall not be used in the street, and must be situated in the driveway perpendicular to the adjacent street and shall be located no closer than fifteen (15) feet from the street right-of-way line. This section does not apply to Somerset at Remington.

**Signs:** No signs of any kind shall be displayed in public view on any Lot except for the following: (1) one temporary sign of not more than six (6) square feet advertising the property for sale and placed in the front lawn of the Lot. (Except homes on the Golf Course can also have a second for sale sign in the backyard of the Lot); and (2) one sign no larger than two (2) square feet provided by a contractor for security services and installed within ten (10) feet of the entrance to the home. FOR RENT SIGNS AND ALL OTHER TYPES OF SIGNS ARE PROHIBITED unless approved by the CDD or the Association.

**Maintenance Standards:** In addition to the maintenance standards set forth in the Declarations, as amended from time to time, and the Architectural Planning Criteria for all the Declarations, and Somerset at Remington, as amended from time to time, the following maintenance standards shall be followed:

1. Exterior Paint: The exterior paint shall not be flaking, peeling, unclean, mildewed, molded, stained, etc.
2. Roofs: In addition to keeping the roof free of dirt, mildew and algae, all broken or missing shingles must be replaced after receiving the approval of the ARB.
3. Fences: Fences shall not be broken, sagging, or rotting, and must be kept clean from dirt, mildew or algae. If all or a portion of the fence must be replaced, the approval of the ARB is required.