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 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 )  
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**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**").

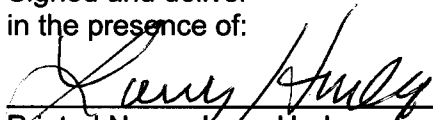
This **Amendment** was duly and properly adopted by at least 2/3rds of the members of the Board of Directors at a meeting held on September 3, 2015, pursuant to Article XI, Section 6

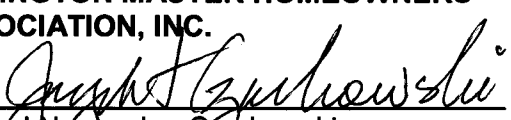
of the Declarations.

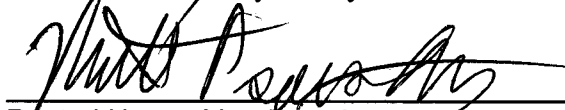
Executed at 2651 Remington Blvd, Kissimmee, Osceola County, Florida, on this the 3<sup>rd</sup> day of September, 2015.

Signed and deliver  
in the presence of:

**REMINGTON MASTER HOMEOWNERS  
ASSOCIATION, INC.**

  
Printed Name: Larry Hurley

By:   
Printed Name: Joe Czarkowski  
Title: President

  
Printed Name: Matt Psarsky

Attest:

  
Printed Name: Larry Hurley

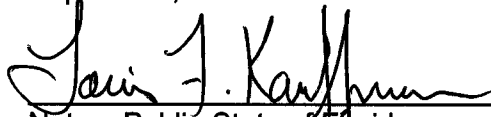
By:   
Printed Name: Karen Baker  
Title: Secretary

  
Printed Name: Matt Psarsky

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.

  
Notary Public-State of Florida  
Print Name: Louis F. Kauffmann

Commission No.  Louis Ferdinand Kauffmann  
My Commission Expires  NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF912127  
Expires 8/24/2019

ACTIVE: R22994/354349:7215185\_1\_BPATRIE

## 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.
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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

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