MEL WILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY BK 1271
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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REMINGTON - PHASE 1 TRACT "B"

Plat Book 8, Page 41-42,
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

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 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 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 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

By: _____
John L. Webb, President

_____
Print Name: DANIEL F. DELONG

_____
Print Name: JOE B. TRAMELL

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

By: _____
Larry W. Lucas, President

_____
Print Name: DANIEL F. DELONG

_____
Print Name: JOE B. TRAMELL