DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

GLENEAGLES

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
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DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES

A REPLAT OF PARCEL "P" REMINGTON, PHASE I I

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

ROBERT B. WHITE JR., ESQUIRE
SOBERING, WHITE & LUCZAK, P.A.
201 South Orange Ave., Suite 1000
Orlando, Florida 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES

A REPLAT OF PARCEL "P" REMINGTON, PHASE I I

KNOW ALL PERSONS BY THESE PRESENTS, that this Declaration of COVENANTS and Restrictions (the "Declaration") is made and entered into as of the 9th day of August, 2000, by MAESBURY HOMES, INC. a Florida corporation, whose address is 3038 Michigan Avenue, Kissimmee, Florida 34744, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The DEVELOPER is the owner of the Property (as defined in Article I below) and desires to create thereon a residential community.

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

C. The DEVELOPER believes that it is desirable, for the efficient preservation of the values and amenities in the community, to create an association to which should be delegated and assigned the powers of maintaining and administering any community properties and facilities and administering and enforcing the COVENANTS and restrictions hereinafter created.

D. The DEVELOPER has incorporated, under the laws of the State of Florida, a corporation not-for-profit known as, GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC., for the purposes of exercising the functions aforesaid.

DECLARATION

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

ARTICLE I

DEFINITIONS

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

Section 1. Additions to Property. "ADDITIONS TO PROPERTY" shall mean and refer to any real property which, under the provisions of Article II, may become subject to this Declaration in addition to the PROPERTY.

Section 2. Assessment. "ASSESSMENT" shall mean and refer to those charges made by the ASSOCIATION from time to time against each LOT within the PROPERTY for the purposes set forth herein, and shall include, but not be limited to, the ORIGINAL ASSESSMENT, the ANNUAL ASSESSMENT FOR COMMON EXPENSES and the SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

Section 3. Association. "ASSOCIATION" shall mean the GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida corporation not-for-profit. The Articles of Incorporation and the Bylaws of the ASSOCIATION are attached to this Declaration as Exhibits "B" and "C."

Section 4. Board. "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 5. Common Expenses. "COMMON EXPENSES" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the COMMON PROPERTY and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Section 6. Common Property. "COMMON PROPERTY" shall mean and refer to any areas of the Property intended for the common use and enjoyment of the MEMBERS and designated as such COMMON PROPERTY by the DEVELOPER or the ASSOCIATION. The ASSOCIATION has the obligation to maintain any COMMON PROPERTY for the common use, benefit and enjoyment of all OWNERS, provided that the performance of such obligations may be coordinated through the DISTRICT as otherwise provided under this Declaration.

Section 7. Country Club. "COUNTRY CLUB" shall mean and refer to the Remington Golf and Country Club as described in Article VIII of this Declaration. "COUNTRY CLUB" is also used to describe the golf course lands, clubhouse, maintenance building and other portions of the COUNTRY CLUB properties as described in Article VIII hereof.

Section 8. Covenants. "COVENANTS" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All COVENANTS constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 9. Developer. "DEVELOPER" shall mean , MAESBURY HOMES, INC. a Florida corporation, and its successors or assigns as designated in writing by the DEVELOPER.

Section 10. District. "DISTRICT" shall mean and refer to the Remington Community Development District, a local unit of special purpose government organized and existing under Chapter 190. Florida Statutes.

Section 11. Governing Documents. "GOVERNING DOCUMENTS" shall mean this Declaration, any amendments to the Declaration and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time. In the event of conflict or inconsistency among GOVERNING DOCUMENTS, to the extent permitted by law, the Declaration and any amendment to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. Any GOVERNING DOCUMENTS lack of a provision with respect to a matter for which provision is made in another GOVERNING DOCUMENT shall not be deemed a conflict or inconsistency between such GOVERNING DOCUMENTS.

Section 12. Improvements. "IMPROVEMENTS" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, solar panels, antennas or satellite dishes, basketball goals and poles, play structures, exterior lighting or landscape device or object.

Section 13. Lot. "LOT" shall mean and refer to each duly platted subdivsion lot within the PROPERTY which is under separate ownership, or which is capable of being separately owned, including, without limitation, 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. No platted tract within the PROPERTY, if any, shall be deemed to be a LOT Hereunder.

Section 14. Member. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article III. The term "MEMBER" shall not mean or refer to a builder or developer (other than the DEVELOPER) who in its normal course of business purchases a LOT for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a LOT to have a residence built for them, or (2) purchase a LOT and the IMPROVEMENTS thereon during or after completion of construction.

Section 15. Remington. "REMINGTON" shall mean and refer to the mixed use real estate development located in Osceola County, Florida of which the PROPERTY is a part.

Section 16. Owner. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any LOT situated upon the PROPERTY but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title to any LOT pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 17. Person. "PERSON" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 18. Property. "PROPERTY" initially shall mean and refer to that certain real property within REMINGTON more particularly described on the attached Exhibit "A." The term "PROPERTY" shall also include ADDITIONS TO PROPERTY when added to this Declaration from time to time under the provisions of Article II hereof.

Section 19. Resident. "RESIDENT" shall mean and refer to the legal occupant of any Lot. The term "RESIDENT" shall include the OWNER of the Lot and any tenant, lessee or licensee of the OWNER.

Section 20. Street. "STREET" shall mean and refer to any STREET or other thoroughfare within the PROPERTY, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The PROPERTY described on Exhibit "A" attached to this Declaration is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Property. The DEVELOPER, from time to time, may in its sole discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as ADDITIONS TO PROPERTY. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property other than the Property shall in no way be affected or encumbered by this Declaration. The DEVELOPER's right to cause additional lands to become subject to this Declaration shall not require the prior approval of any other party.

Section 3. Supplemental Declaration of Covenants and Restrictions. The ADDITIONS TO PROPERTY authorized under this Article shall be made by the DEVELOPER's filing of record a Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as a "Supplemental Declaration," with respect to the ADDITIONS TO PROPERTY which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Upon the filing of record of such Supplemental Declaration, the lands described therein shall be added to and become a part of the Property under this Declaration. Such additions may be made whenever the DEVELOPER in its sole discretion deems appropriate. Such Supplemental Declaration shall be made by the DEVELOPER and shall not require consent of any OWNER, MEMBER, or the ASSOCIATION. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the ADDITIONS TO PROPERTY, and to identify any COMMON PROPERTY included in the ADDITIONS TO PROPERTY. The OWNER of each LOT in any ADDITIONS TO PROPERTY shall become a MEMBER of the ASSOCIATION when the Supplemental Declaration of covenants and Restrictions is recorded in the Public Records of Osceola County, Florida submitting the ADDITIONS TO PROPERTY in which the LOT is located to the terms of this Declaration, and at that time the OWNER may exercise all rights of a MEMBER of the ASSOCIATION, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the Supplemental Declaration, including such obligations as the payment of ASSESSMENTS as provided therein.

Section 4. Mergers. Upon a merger or consolidation of the ASSOCIATION with another association as permitted by the Articles of Incorporation for the ASSOCIATION, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the COVENANTS established by this Declaration within the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the COVENANTS within the PROPERTY, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. MEMBERS' Voting Rights. The ASSOCIATION shall have two classes of voting membership.

Class A. Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each LOT owned. When more than one (1) PERSON holds an interest in any LOT, all such PERSONS shall be MEMBERS. The vote for such LOT shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any LOT.

Class B. The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each LOT owned by said MEMBER. For purposes of determining voting rights hereunder, the number of LOTS owned by the DEVELOPER shall be deemed to include the total number of LOTS DEVELOPER plans to develop within the PROPERTY for which this Declaration is established, whether or not yet included in a final plat subdividing the PROPERTY into single family residential LOTS.

The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following events:

a. When the DEVELOPER has sold, transferred or conveyed seventy-five percent (75%) of the total number of LOTS DEVELOPER plans to develop within the PROPERTY for which this Declaration is established; or

b. On December 31, 2010.

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

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

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

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

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

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IV, every MEMBER shall have a right and easement of enjoyment in and to the COMMON PROPERTY and such easement shall be appurtenant to and shall pass with the title to every LOT.

Section 2. Title to COMMON PROPERTY. It is contemplated under the current overall plans for the PROPERTY for which this Declaration is established that any COMMON PROPERTY hereunder actually will be owned, operated and maintained by the DISTRICT. The DISTRICT shall operate, maintain and, when and to the extent deeded by the DEVELOPER, hold record title to the COMMON PROPERTY. Notwithstanding the foregoing, the DEVELOPER subsequently may determine that certain other limited areas may be designated as COMMON PROPERTY to be owned and maintained by the ASSOCIATION. Any such additional COMMON PROPERTY to be operated and maintained by the ASSOCIATION will be identified by written designation by DEVELOPER.

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

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

(b) the right of the DISTRICT or the ASSOCIATION to dedicate or transfer all or any part of the COMMON PROPERTY to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the DISTRICT or the ASSOCIATION.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of ASSESSMENTS. Each OWNER of a LOT by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby COVENANTS and agrees to pay to the ASSOCIATION: (1) the ORIGINAL ASSESSMENT; (2) ANNUAL ASSESSMENTS; (3) SPECIAL ASSESSMENTS FOR COMMON EXPENSES and (4) 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 (sometimes hereinafter referred to collectively as the "ASSESSMENTS" and individually as an "ASSESSMENT"), 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 initially be determined by the Developer and thereafter by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the LOT by the OWNER. As of the date hereof the ORIGINAL ASSESSMENT is in the amount of $350.00.The ORIGINAL ASSESSMENT shall be a recurring charge, payable at the closing of each ensuing transfer of title of a LOT by an OWNER to a new OWNER. The ORIGINAL ASSESSMENT funds shall be allocated by the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the ORIGINAL ASSESSMENT for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the ORIGINAL ASSESSMENT for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a LOT; if the licensed builder does not complete the transfer of title to the LOT to a third party within that one year period of time, then the ORIGINAL ASSESSMENT shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a LOT from the DEVELOPER to the licensed residential builder.

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

(c) Adjustment to ANNUAL ASSESSMENT. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The total budgeted COMMON EXPENSES shall be divided by the number of LOTS to establish the ANNUAL ASSESSMENT for the ensuing year. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the ANNUAL ASSESSMENT 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 ASSESSMENT for each LOT. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the ANNUAL ASSESSMENT, the BOARD may make SPECIAL ASSESSMENTS FOR COMMON EXPENSES, which shall be levied in the same manner as provided for regular ANNUAL ASSESSMENTS 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 SPECIAL ASSESSMENTS FOR COMMON EXPENSES authorized by Section 3 hereof, the BOARD may levy in any year a SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any COMMON PROPERTY, including the necessary fixtures and personal property related thereto, provided that any such ASSESSMENT shall have the assent of two-thirds (2/3) of the votes of the MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty (30) days in advance and shall set forth the purpose of the meeting. The SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS shall be levied against all LOTS, including LOTS owned by the DEVELOPER and LOTS owned by OWNERS who are not MEMBERS.

Section 5. DISTRICT Administration of ASSESSMENTS and Expenses. The ASSOCIATION may designate from time to time in its discretion that all ASSESSMENTS payable under this Declaration to the ASSOCIATION shall be paid by each MEMBER to the DISTRICT, payable in such manner and at such time as the ASSOCIATION and the DISTRICT jointly may determine. If the ASSESSMENTS are paid to the DISTRICT, then the ASSOCIATION also shall coordinate and designate with the DISTRICT that all COMMON EXPENSES of the ASSOCIATION for which the ASSESSMENTS were imposed will be paid by the DISTRICT.

Section 6. Payment of ASSESSMENTS. 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 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 SPECIAL 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 ANNUAL ASSESSMENT for the next twelve (12) month period, based upon the then existing amount and frequency of ANNUAL ASSESSMENTS. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ANNUAL ASSESSMENTS, 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 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 ASSESSMENT or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monies, initiating legal proceedings for the collection of such 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 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 [illegible] 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 ASSESSMENT [illegible] monies [illegible] ed to it; and if the ASSOCIATION becomes the OWNER of any LOT by reason of such foreclosure, it shall offer such LO[illegible] sale [illegible] a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or monies due it. All payments [illegible] d by [illegible] ASSOCIATION on account of any

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 or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) <u>Lien for ASSESSMENTS and Monies Owed to ASSOCIATION.</u> 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) 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 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 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) <u>Transfer of a LOT after ASSESSMENT.</u> 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) <u>Subordination of the Lien to Mortgages.</u> 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, 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 of such acquirer, and its successors and assigns.

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

<u>Section 10. Exempt Property.</u> 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 created.

<u>Section 1. Composition.</u> 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 [illegible] The composition of all pitched roofs shall be fungus resistant architectural shingle, or better, or other composition approved by the ARB.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) At least $500.00 for any LOT with 50' or less frontage;

(2) At least $600.00 for any LOT with 60' frontage;

(3) At least $750.00 for any LOT with 75' frontage; and

(4) An additional sum of $250.00 per LOT shall be applicable to any LOTS adjacent to the COUNTRY CLUB PROPERTY and such additional sum of $250.00 shall be allocated to additional landscaping for the rear yard adjacent to COUNTRY CLUB PROPERTY.

Sodding must be improved St. Augustine grass and will be required on all portions of the yards (front, rear and sides). Each IMPROVEMENT must have shrubs on front and side yards. Each IMPROVEMENT shall be required to have the front, side and rear yards irrigated by a sprinkler system with timer; watering through such sprinkler system shall conform to City of Kissimmee/REMINGTON ReUse Water Irrigation Water Conservation Program as amended from time to time.

(n) Air Conditioning, Plumbing and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent STREET, LOT or COUNTRY CLUB Property. Wall air conditioning units may be permitted only with the prior written approval of the ARB. No window air conditioning units shall be permitted. All plumbing for IMPROVEMENTS on a LOT shall conform to City of Kissimmee Water Conservation Program as amended from time to time.

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

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

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

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

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

Section 5. Nonliability for Actions. Neither the ARB, 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, exploration 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.

<u>Section 8. COMMON PROPERTY.</u> 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.

<u>Section 9. Insurance Rates.</u> 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.

<u>Section 10. Drainage Areas.</u>

(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 area within the PROPERTY 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 within the PROPERTY 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.

<u>Section 11. Pets, Livestock and Poultry.</u> 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 the portion of the PROPERTY which is affected. 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.

<u>Section 12. Signs.</u> 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 IMPROVEMENTS 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.

<u>Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment.</u> 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 ground 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.

<u>Section 14. Solar Collectors.</u> 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 sucLOT 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 parking 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) non-consecutive 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. Short Term Vacation Rental. Notice is hereby given to each OWNER that, notwithstanding any language set forth herein to the contrary, any LOT may, subject to applicable law be used by the DEVELOPER and/or any OWNER thereof for short term vacation rental purposes. For the purposes of this section, the phrase "short term vacation rental purposes" means the rental of any home, constructed upon a LOT, for periods of time, at the election of the DEVELOPER and/or such Owner, as short as over-night.

Section 22. Compliance with Documents. Each OWNER (including each RESIDENT) [illegible] his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, [illegible] and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered [illegible] conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within the PROPERTY. [illegible] 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, BOARD, ASSOCIATION and the ARB. The DEVELOPER, BOARD, ARB 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 any 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 PERSON'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 PERSON'S requirement and obligation to abide by these COVENANTS.

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

ARTICLE VIII

COUNTRY CLUB PROPERTY

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

Section 2. Ownership of COUNTRY CLUB. All persons, including all OWNERS and all MEMBERS, are hereby advised that no representations or warranties have been made or are made by the DEVELOPER, the owner of the COUNTRY CLUB Property, or any other person or entity with regard to the continuing ownership or operation of the COUNTRY CLUB as may be initially established. Further, the ownership or operational duties of the COUNTRY CLUB may change at any time and from time to time by virtue of any sale or assumption of operations of the COUNTRY CLUB to any third party. The present or future use of any portion of the overall REMINGTON Property as a COUNTRY CLUB, golf course, or any other recreational or athletic facilities may be discontinued or suspended at any time by the owner of the lands upon which any such facilities may have been est[illegible]hed.

* Section 3. COUNTRY CLUB Easements. The PROPERTY and lands within RE[illegible]GTO[illegible] intertwined with the COUNTRY CLUB and, as a necessity, each carries certain advantages and disadvantages relating [illegible] close[illegible]ximity. The COUNTRY CLUB and its members (regardless of whether same are OWNERS or MEMBERS hereunder), [illegible]ees, ag[illegible]ts, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all STREE[illegible] [illegible]d 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 dee[illegible]xclus[illegible]f any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Byla[illegible]emen[illegible]ote 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 home 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 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.

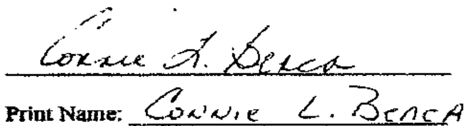
Section 11. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

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.

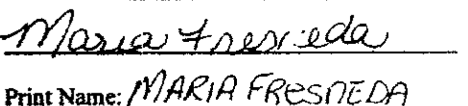
Section 13. REMINGTON; Non-binding General Plan of Development. Any and all existing plans and approvals for lands included within the overall REMINGTON Development set forth only the dynamic design for the presently intended development of REMINGTON, all of which may be modified and amended during the years required to develop the overall REMINGTON properties. Existing plans and approvals for REMINGTON shall not bind the DEVELOPER thereof to make any such use or development of the REMINGTON properties as presently shown on any such plans or approvals.

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:



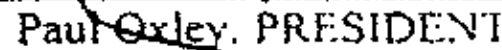
Print Name: Connie L. Benca



Print Name: MARIA FRESNEDA

MAESBURY HOMES, INC., a Florida corporation

By:



Paul Oxley, PRESIDENT

STATE OF FLORIDA

COUNTY OF ~~ORANGE~~ OSCEOLA

The foregoing instrument was acknowledged before me this 9th day of August, 2000, by Paul Oxley, as the PRESIDENT of MAESBURY HOMES,INC., a Florida corporation. He
☑ is PERSONally known to me or
☐ has produced ______________________ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW

Ann Tiller
Signature of PERSON Taking Acknowledgement
Notary Public Ann Tiller

ANN TILLER
My Commission CC56922
Expires Sep. 30, 2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

00 MAR 23 AM 10:55

ARTICLES OF INCORPORATION

OF

Gleneagles Homeowners' Association of Osceola County, Inc.

The undersigned subscriber to these Articles of Incorporation, a natural person co npetent to contract hereby forms a corporation not for profit under the "Florida Not For Profit Corporation Act", Chapter 617, Florida Statutes.

ARTICLE I
NAME

The name of this corporation is:

Gleneagles Homeowners' As ociation of Osceola County, Inc.

For convenience, the corporation is sometimes referred to in this instrument as the "Association".

ARTICLE II
PURPOSES

This corporation is organized to provide for the improvement, maintenance, and preservation of the property the ("Subdivision") affected by the Declaration of Covenants and Restrictions for Remington Phase II, to be recorded in Osceola County, Florida, and as amended from time to time (the "Declaration") and to provide the health, safety and welfare of the members of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity, who is a record owner of a fee or undivided fee interest in any property or Lot (as defined below) in the affected by the Declaration, shall be a member of the Association. Notwithstanding anything else to the contrary herein, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all those Owners (as defined in Article 1 of the Declaration) with the exception of Maesbury Homes, Inc., the Developer, as such term is

defined in the Declaration) as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot (as that term is defined in the Declaration) in which they hold the interests required for membership under Section 1 below. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but, in no event shall more than one vote be cast with respect to any such Lot, except as to the Class B member as provided for below.

<u>Class B</u>. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus an additional four (4) votes, for each Lot owned by the Developer. The Developer shall be entitled to cast its votes on each occasion at which the Class A Members shall be entitled to vote. The Class B Membership shall cease and terminate six (6) months after ninety percent (90%) of the Lots within The Properties (as defined in Article 1 of the Declaration) have been sold and conveyed by the Developer (or its affiliates) to Members (but no including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

ARTICLE IV
TERM OF EXISTENCE

This association shall commence existence on the date of filing with the Secretary of State and shall exist perpetually.

ARTICLE V
INCORPORATOR

The name and address of the subscriber is:

Paul Oxley
3038 Michigan Avenue
Kissimmee, Florida 34744

ARTICLE VI
OFFICERS

The affairs of the Association shall be managed by a President, a Secretary, a Treasurer, and such other officers as may be provided for in the Bylaws of the corporation. An officer may hold one or more offices. The officers shall be elected by the Board of Directors annually in accordance with the provisions of the Bylaws; and they shall serve at the pleasure of the Board of Directors.

ARTICLE VII
INITIAL OFFICERS

The names of the officers who are to serve until the first election hereunder are:

President	Paul Oxley
Treasurer	Robert R. Marks
Secretary	Lindsey M. Oxley

ARTICLE VIII
DIRECTORS

The Board of Directors of the Association shall consist of not less than one (3) person nor more than nine (9) persons, the exact number to be determined in accordance with the provisions of the Bylaws, be elected by the members annually in acce dance with the provisions of the Bylaws and shall include at least one director from each Neighborhood Association a defined in the Declaration.

ARTICLE IX
INITIAL DIRECTORS

The names and addresses of the persons who are to serve as the initial directors until the first election hereunder is:

Name	Address
Paul Oxley	3038 Michigan Avenue, Kissimmee, Florida 34744
Lindsey M. Oxley	3038 Michigan Avenue, Kissimmee, Florida 34744
Robert R. Marks	3109 Fairfield Drive, Kissimmee, Florida 34743

ARTICLE X
BYLAWS

The Bylaws of the Association shall be made, altered, or rescinded by affirmative vote of a majority of the Directors of the Corporation.

ARTICLE XI
INDEMNIFICATION

Section 1. Neither the members, nor officers of the Association shall be personally liable for any obligation of the Association of any nature whatsoever; nor shall any of the property of any member or officer of the Association be subject to the payment of the obligations of the Association to any extent whatsoever.

Section 2. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding whether civil, criminal, administrative, or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he/she is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 3. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he/she is not to be indemnified by the Association as authorized by these Articles of Incorporation.

Section 4. The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of these Articles.

ARTICLE XII
AMENDMENTS

These Articles of Incorporation may be amended by the affirmative vote of a majority of the members of the Association, after no less than fifteen (15) days prior written notice to all members.

ARTICLE XIII
MISCELLANEOUS

Section 1. The Association shall have no capital stock.

Section 2. This Association shall have all powers to carry out its purposes and activities incidental to its purposes in furtherance, and not in limitation of, the powers conferred by law and by the "Florida Not For Profit Corporation Act", Chapter 617, Florida Statutes, or as the same may be amended.

Section 3. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Section 4. Unless specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferrable in whole, or in part, to any developer, management agent, governmental unit, public body, or similar entity. An instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE XIV
DISSOLUTION

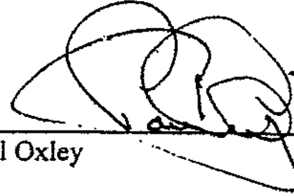
Upon the dissolution of this Association the Board of Directors shall, after paying or making provision for the payment or all of the liabilities of the Association, pursuant to the procedure of provisions of Florida Statutes §617.05, dispose of all of the assets of the association exclusively for the purposes of the Association in such manner as the Board of Directors shall determine. Any of the assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XV
INITIAL PRINCIPAL OFFICE: INITIAL REGISTERED OFFICE AND AGENT

The street address and mailing address of the initial principal office of the Corporation is 3038 Michigan Avenue, Kissimmee, Florida 34744. The initial registered office of the Corporation shall be 3038 Michigan Avenue, Kissimmee, Florida 34744, and the registered agent of the Corporation at that office shall be Paul Oxley.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation the 16th day of March, 2000.

Incorporator:



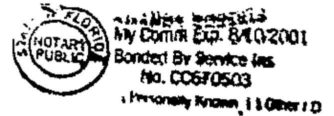
Paul Oxley

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 16th day of March, 2000, by Paul Oxley, who is [✓] personally known to me or [ ] who has produced ______________________ as identification.

Notary Public:

Amanda Roberts
(Signature of Notary Public)
Print Name: Amanda Roberts
State of Florida at Large (Seal)
My Commission Expires



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DIVISION OF CORPORATIONS
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CONSENT OF REGISTERED AGENT

Paul Oxley, the undersigned, hereby accepts appointment and hereby consents to serve as registered agent of Gleneagles Homeowners' Association of Osceola County, Inc., a Florida corporation not for profit, and agrees to maintain the registered office and accept process according to law.

Dated this 16th day of March, 2000.

Paul Oxley

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BYLAWS
OF
GLENEAGLES HOMEOWNERS' ASSOCIATION, INC.,
A Florida Not For Profit Corporation

I. OFFICES

1. Offices. The offices of the Association in the State of Florida shall be located in the City of Kissimmee, County of Osceola, at 3038 Michigan Avenue, Kissimmee, Florida 34744, or such other address as shall hereafter be determined by action of the Board of Directors. A registered agent shall be designated thereat upon whom process may be served. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require from time to time. The principal office shall also be the registered office of the Association and the address of the principal office may be changed from time to time by resolution of the Board of Directors.

II. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any property (the "Property") affected by the Declaration of Covenants and Restrictions for Remington, Phase II, to be recorded in the Public Records of Osceola County, Florida and as amended from time to time (the "Declaration") shall be a Member of the Association. Notwithstanding anything else to the contrary herein, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners (as defined in Article 1 of the Declaration) with the exception of the Developer (as defined in the Declaration) as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot (as that term is defined in the Declaration) in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves may determine, but, in no event shall more than one vote be cast with respect to any such Lot, except as by Class B member and provided for below.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus an additional four (4) votes, for each Lot owned by the Developer. Developer shall be entitled to cast such votes any time Class A Members shall be entitled to vote. The Class B Membership shall cease and terminate six (6) months after ninety percent (90%) of the Lots within the Property has been sold and conveyed by the Developer (or its affiliates) to members, or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

3. Meetings of Members. The first annual meeting of Members of the Association shall be held on the date, at the place and at the time determined by the Board of Directors; provided, however, that said meeting shall be held to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on

the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday.

4. Special Meetings. Special meetings of the Members may be held on dates at times and places to be determined by the Board of Directors or may be called by at least ten percent (10%) of the Members of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

5. Notice of Meetings. Except in the event of emergency, written notice stating the place, day and hour of any annual or special meeting of the Members shall be posted in a conspicuous place within the Property at least forty-eight (48) hours before the meeting, or shall be delivered personally or by mail to each Member of the Association not less than seven (7) days before such meeting. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

6. Quorum. Thirty (30) percent of the Members of the Association shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Members present in person or by proxy, at duly held meetings at which a quorum is present shall be regarded as an act of the Members of the Association.

III. BOARD OF DIRECTORS

1. General Powers. The policies of the Association shall be established by the Board of Directors.

2. Qualifications, Number and Tenure. Directors need not be residents of the State of Florida, but shall be individuals of at least age 21, or older. The number of Directors shall be no less than one (1) nor more than nine (9) Directors and may be changed within this range by resolution of the Board of Directors. The initial Directors as named in the Articles of Incorporation of the Association shall serve until the first election as herein set forth.

3. Election of Directors. At the first annual meeting of the Members of the Association following the cessation of the Class B Membership and at each annual meeting thereafter, the Members shall elect the members of the Board of Directors of the Association to serve until the next annual meeting of the Members of the Association. Each Member shall be permitted to cast the same number of votes as the number of Directors of the Association. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Members of the Board of Directors shall be permitted to succeed themselves in office. Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum and each person so elected shall serve until the next annual meeting of the Members of the Association.

4. Annual Meeting. An annual meeting of the Board of Directors shall be held at a time set by the President but not less than sixty (60) days after the annual meeting of the Members.

5. Place of Meeting. The Board of Directors may designate any place in Lake County, Florida, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors, if all of the members of the Board of Directors shall meet at any time and place, either within or without the State of Florida, or all of them consent to the holding of such a meeting

at which a quorum is present, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

6. Notice of Meetings. (a) All meetings of the Board of Directors shall be open to all Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Except in an emergency, written notice stating the place, day and hour of any annual or adjourned annual meeting of the Board of Directors Shall be posted in a conspicuous place within the Remington community at least forty-eight (48) hours before the meeting, or shall be delivered either personally (by mail to each Member of the Association, not less than seven (7) nor more than thirty (30) days before the date of such meeting.

(b) Notice of any special meeting of the Board of Directors and Members shall be given at least seven (7) days previously thereto by written notice stating the place, day and hour of any annual or adjourned annual meeting of the Board of Directors and shall be posted in a conspicuous place within the Remington community at least forty-eight (48) hours before the meeting, or shall be delivered personally or sent by mail or telegram to each Member of the Association at the address as shown by the records of the Association. The purpose or purposes for which the special meeting is called shall be stated in the notice.

(c) If mailed, a notice of any meeting shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

(d) An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

(e) Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as set forth above, neither the business to be transacted at, nor the purpose of any annual, regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

8. Manner of Acting. The act of a majority of the Directors present at a meeting where a quorum is present shall be the act of the Board of Directors unless the act of a greater number of directors is required by law, by the Articles of Incorporation, or by these Bylaws.

9. Informal Action by Directors. Except as limited by Florida law, any action required by law to be taken at any meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

10. Compensation; Expenses. All Directors shall serve without compensation but shall be reimbursed direct expenses incurred upon approval of the Board of Directors.

11. Proxies: Attorneys-in-Fact. At any meeting of Directors, a person entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after two months from the date of its execution. Any act or writing which might be executed by a Director may be executed on his behalf by a duly authorized attorney-in-fact acting in his behalf.

IV. OFFICERS

1. Officers Provided. The officers of the Association shall be a President, a Secretary, and a Treasurer.

2. Election and Term of Office. The officers of the Association shall be those persons elected by the Board of Directors and who shall hold office with the Association for a term of one (1) year, or until preemptively removed by vote of the Directors at any meeting. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

3. President. The President shall be the principal executive officer of the Association and shall in general supervise all of the business and affairs of the Association, subject to the policies of the Board of Directors. The President shall preside at meetings of the Board of Directors. He/She may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, commitments, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other

officer or agent of the Association; and in general he/she shall perform all duties incident to office of President and such other duties as may be prescribed by the Board of Directors from time to time.

4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum with such surety as the Board of Directors may determine. He/She shall with one or more other co-signators have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

5. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Association and see that seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Director and Member which shall be furnished by each Director to the Secretary; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, or by the Board of Directors.

V. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Contracts. The Board of Directors may authorize any officer of officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness, transfers, or stock powers relating to securities or stock owned or issued by the Association, shall be signed by two officers of the Association in the name of the Association who shall be determined from time to time by resolution of the Board of Directors. In absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the Chairman of the Board, the President or a Vice President of the Association.

3. Deposits. All funds of the Association shall be promptly deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association. The Association may take, receive, and hold real and personal property, including the principal and interest of any money or other fund, that is given, conveyed, bequeathed, devised to or otherwise vested in the Association in trust for a purpose consistent with the purposes set out in

the Articles of Incorporation of this Association from time to time, pursuant to Florida Statutes, Section 617.021.

VI. COMMITTEES

1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed upon it or him/her by law.

2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated a resolution adopted

by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee need not be Directors of the Association, and the Chairman of the Board or the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

3. Term of Office - Committee. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Association and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such person be removed from such committee, or unless such person shall cease to qualify as a member thereof. The President or a Vice President designed by him/her shall be ex-officio member of all committees. except the committee responsible for approving or rejecting proposed fines or suspension of common area use rights referenced in Article X Section 4(b) of the Declaration.

4. Chairman - Committees. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

5. Vacancies - Committees. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

VII. BOOKS AND RECORD: SEAL

1. Books and Records. The Association shall keep at its registered office correct and complete books and records of account and minutes of the proceedings of its Board of Directors and Members, and committees having any of the authority of the Board of Directors. All books and records of the Association may be inspected by any Director or Member, or his/her agent or attorney for any proper purpose at any reasonable time.

2. Seal. The Secretary shall provide a corporate seal, which shall be in form of a circle and shall have inscribed thereon:

Gleneagles Homeowners' Association, Inc.

Incorporated March 2000

Corporation Not For Profit

Florida

VIII. FISCAL YEAR

The Fiscal Year of the Association shall at all times be the calendar year.

IX. WAIVER OF NOTICE

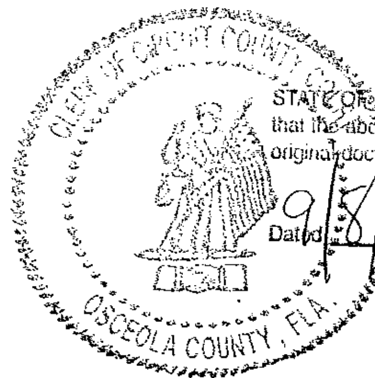
Whenever any notice is required to be given under the provisions of the Florida "Corporation not for profit" act or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

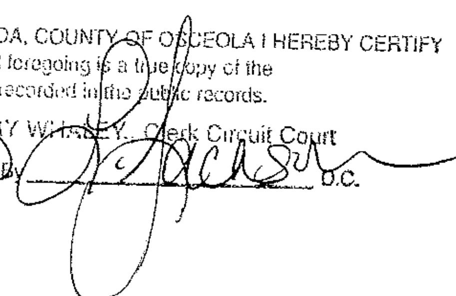
X. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, repealed, restated, or new Bylaws adopted by a majority of the then Directors present at any regular meeting or any special meeting, if at least seven (7) days written notice is given of intention to alter, amend, repeal, restate, or to adopt new Bylaws at such meeting.

I, Lindsey M. Oxley, as Secretary of Gleneagles Homeowners' Association, Inc., hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association adopted by the Directors on the ___ day of March, 2000.

Lindsey M. Oxley, as Secretary of
Gleneagles Homeowners' Association, Inc.





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LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT 4P

CL 2000180137 OR 1811/408
LGJ Date 12/05/2000 Time 12:02:03

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II is made and entered into this 17th day of November, 2000 by **MAESBURY HOMES, INC.**, a Florida corporation, in its capacity as a "Developer", which declares that the "Property" as defined in Article I, and described in Article II of the Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth:

WITNESSETH:

WHEREAS, the Developer owns all of the Property; and

WHEREAS, the Developer has heretofore executed and recorded the Declaration of Covenants and Restrictions for Gleneagles, A Replat of Parcel "P" Remington, Phase II (herein the "Declaration"), which document was recorded in Official Records 1776, Page 2708, of the Public Records of Osceola County, Florida; and

WHEREAS, the Developer desires to amend the Declaration so as to (i) correct the scrivener's error in failing to attach Exhibit "A" to the Declaration when it was recorded; and (ii) correcting the amounts of certain assessments set for in the Declaration, as of the date hereof; and

WHEREAS, the Developer, pursuant to Article XI, Section 6 of the Declaration is, as of the date hereof, the owner of record of a portion of the Property, as defined in the Declaration, and therefore has the power to amend the Declaration.

NOW THEREFORE, in consideration of the foregoing premises, the Developer hereby amends the Declaration as follows:

1. The attachment hereto of Exhibit "A" as described in Article II, Section 1 thereof.

2. Article V, Sections 3(a) and 3(b) are hereby amended to read as follows:

"Section 3. <u>ORIGINAL and ANNUAL ASSESSMENTS.</u>

(a) <u>ORIGINAL ASSESSMENT.</u> The amount of the ORIGINAL ASSESSMENT for each LOT shall initially be determined by ~~the Developer and~~ thereafter by the BOARD and shall be paid by the OWNER at the time of closing on the purchase of the LOT by the

OWNER. As of the date hereof the ORIGINAL ASSESSMENT is in the amount of $200.00. 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 y the ASSOCIATION to a contingency fund and the ASSOCIATION may use any part or all of the ORIGINAL ASSESSMENT for the purposes set forth in Article V, Section 2, as may be determined by the BOARD. Licensed residential builders initially shall be exempt from the ORIGINAL ASSESSMENT for a period of one year after the date on which any such licensed residential builder becomes an OWNER and acquires title to a LOT: if the licensed builder does not complete the transfer of title to the LOT to a third party within that one year period of time, then the ORIGINAL ASSESSMENT shall be due from the builder at the end of the one year. This exemption shall be applicable only to the first transfer of title to a LOT from the DEVELOPER to the licensed residential builder.

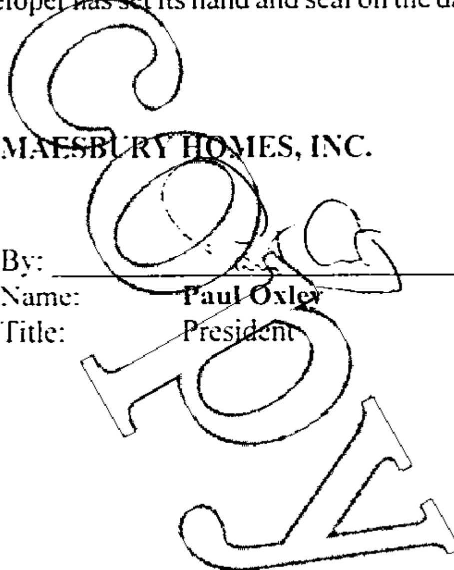
(b) Until changed by the BOARD in accordance with the terms hereof, the initial amount of the ANNUAL ASSESSMENT shall be determined by the DEVELOPER and shall be payable annually, in advance, on or before January 1 of each year. As of the date hereof the ANNUAL ASSESSMENT is in the amount of $350.00. 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."

IN WITNESS WHEREOF, the Developer ~~has set~~ its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Ann Tiller
(Signature of Witness)
Ann Tiller
(Print Name of Witness)
[signature]
(Signature of Witness)
Thomas Kiser
(Print Name of Witness)

MAESBURY HOMES, INC.



By: ______________________
Name: Paul Oxley
Title: President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 17th day of November. 2000. by **PAUL OXLEY** as the President of **MAESBURY HOMES, INC..** a Florida corporation. on behalf of the corporation. who is [X] personally known to me or [ ] has produced Paul Oxley as identification.

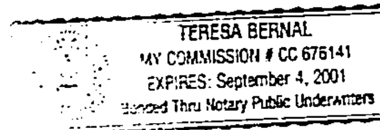
NOTARY PUBLIC:

Sign Teresa Bernal

Print TERESA BERNAL

State of Florida at Large (Seal)

My Commission Expires:



C: Clients M Maesbury Remington docs Amendment to Declaration for Gleneagles wpd

COPY

EXHIBIT "A"

LEGAL DESCRIPTION

GLENEAGLES

Parcel "P", REMINGTON – PHASE 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, Public Records of Osceola County, Florida and located in Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Parcel "P", said point being a point on the northeasterly limited access right–of–way line of Florida's Turnpike; thence run N 73°51'49" E, a distance of 1060.19 feet; thence run N 52°19'44" E, a distance of 139.49 feet to a point on a non–tangent curve, concave northeasterly, having a radius of 1235.78 feet and a central angle of 25°50'41", said point being a point on the southwesterly right–of–way line of Remington Boulevard as shown on said plat of REMINGTON – PHASE 2; thence along said southwesterly right–of–way line the following two (2) courses and distances; thence on a chord bearing of S 33°27'34" E, run 557.43 feet along the arc of said curve to the point of tangency thereof; thence run S 46°22'54" E, a distance of 90.00 feet; thence departing said southwesterly right–of–way line, run S 49°43'39" W, a distance of 860.21 feet; thence run S 73°38'54" W, a distance of 281.21 feet to a point on a non–tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 06°17'58"; said point being a point on the aforesaid northeasterly limited access right–of–way line of Florida's Turnpike; thence, on a chord bearing of N 36°19'56" W, run 966.90 feet along the arc of said curve and along said northeasterly right–of–way line, to the POINT OF BEGINNING.

Containing 20.76 acres, more or less.

COPY

GLENEAGLES HOMEOWNERS ASSOCIATION OF OSCEOLA COUNTY

PARKING RULES

HANDBOOK FOR HOMEOWNERS

APPROVED BY THE BOARD OF DIRECTORS
JUNE 24, 2010

Pursuant to the Declaration of Covenants and Restrictions for Gleneagles, as amended from time to time, (the "Declaration") and that certain Use Agreement Between Gleneagles Homeowners Association of Osceola County, Inc. and Remington Community Development District (the "Agreement"), parking on the streets and/or any rights-of-way within the community of Gleneagles is prohibited. Attached hereto as Exhibit "A" is a copy of additional restrictions imposed by the Agreement.

In accordance with its authority under the Declaration, the Association has adopted a resolution for the parking restrictions under the Agreement (as set forth in Exhibit "A" hereto) to be applied to all common areas, utility easement areas, and/or any right-of-way not already referenced in the Agreement.

Additional Parking Restrictions.

- Commercial vehicles, trailers or vehicles displaying company signage are not permitted on a lot. If the signage cannot be removed the vehicle MUST be parked in the garage.
- If a vehicle's contents can be seen from the street, the contents must be removed from the vehicle and stored in a manner as to not be visible from the street or any adjacent lot. This restriction applies to all tools and work equipment, (such as ladders, brushes, buckets of paint, swimming pool maintenance equipment and the like).
- RV's (Recreational Vehicles), watercraft and/or other leisure type vehicles are not permitted on a lot.
- No vehicles may be parked on any portion of a Lot other than in the driveway or in the garage

Remedies.

The Association or the Remington Community Development District ("CDD"), as applicable depending on the location of the improperly parked vehicle, shall have the right to cause repeat offenders of these parking rules or the Agreement, as applicable, to be towed for repeat violations.

- A "repeat offender" shall mean and refer to any vehicle owner that breaches the parking rules and/or Agreement after a warning notice has been previously posted on such person's vehicle for a prior breach (whether the same breach or a different breach of these parking rules and/or the Agreement).

- A "repeat violation" shall mean and refer to the parking of any vehicle that breaches these parking rules and/or Agreement after a warning notice has been previously posted on the same vehicle for any prior breach hereof (whether the same breach or a different breach of these parking rules and/or the Agreement).

Additionally, the Association shall have all rights and remedies available to it under the Declaration for any violation of the restrictions set forth therein.

Anyone with overnight guests must call Governmental Management Services (GMS) Phone: 407-841-5524 and give the address where the guest is staying along with the make, model of the car and license number so the CDD's agent can act accordingly.

The CDD is cognizant of the parking limitations within the community and has established policies that it believes are in the best interest of the community at large. Further, the Declaration – with which every owner agreed to comply upon purchasing a home in the community – contains parking restrictions similar to those under the Agreement.

CORPORATE RESOLUTION

The undersigned, being all of the members of the Board of Directors of GLEANEAGLES HOMEOWNERS ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida non profit corporation ("Association"), hereby state that, after a duly noticed Special Meeting of the Board of Directors on June ___, 2010, at which a quorum was present, a majority of the Board of Directors for the Association duly and properly adopted the following Resolution, pursuant to all requirements of the Bylaws and Chapters 720 and 617, Florida Statutes:

> WHEREAS, pursuant to Article VII, Section 16 of the Declaration of Covenants and Restrictions for Gleneagles, as amended from time to time (the "Declaration"), the Association has the authority to regulate the parking of motor vehicles within the community of Gleneagles; and
>
> WHEREAS, pursuant to that certain Use Agreement Between Gleneagles Homeowners Association of Osceola County, Inc. and Remington Community Development District (the "Agreement"), the Remington Community Development District ("CDD") has prohibited on street parking throughout the community of Gleneagles, with certain limited exceptions; and
>
> WHEREAS, the Board reasonably believes it to be in the best interests of the Association to expand the application of the parking restrictions established in the Agreement so that they are applied to restrict parking on common areas, utility easements and all other rights-of-way not referenced in the Agreement.
>
> BE IT RESOLVED, that the Association hereby adopts those certain Parking Rules, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

That no further action is required by the Association to effectuate the purposes stated in this Resolution at this time.

That the foregoing Resolution is in conformity with the Association's ByLaws and Chapters 720 and 617, Florida Statutes, and the said Resolution is in full force and effect and has not been rescinded or modified.

IN WITNESS WHEREOF, I have affixed my name this 24 day of June, 2010.

Print Name: ELAINE ASKEW

By: STUART ASKEW
As Its: Director

Print Name: DIANE BATEY

LARRY WHALEY 3P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003073287 OR 2240/2839
SKS Date 04/30/2003 Time 15:01:39

Prepared by and Return to:

Robert B. White, Jr., Esquire
Sobering, White & Luczak, P.A.
558 West New England Avenue
Suite 240
Winter Park, Florida 32789

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II is made and entered into this 9th day of April, 2003 by MAESBURY HOMES, INC., a Florida corporation, in its capacity as a "Developer"(as that term is defined in the Declaration [as defined below]), which hereby declares that the Property (as that term is defined in Article I and legally described in Article II of the Declaration) is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth:

W I T N E S S E T H:

WHEREAS, the Developer has heretofore executed and recorded the Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, which document was recorded in Official Records Book 1776, Page 2709, of the Public Records of Osceola County, Florida; and

WHEREAS, the Developer has amended the aforementioned Declaration of Covenants and Restrictions by virtue of that certain First Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, recorded in the Public Records of Osceola County Official Records Book 1811, Page 408, and Second Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, recorded in the Public Records of Osceola County Official Records Book 1967, Page 2755, (for convenience the Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II as amended shall be referred to as the "Declaration"); and

WHEREAS, the Developer desires to further amend the Declaration; and

WHEREAS, the Developer, pursuant to Article XI, Section 6 of the Declaration is, as of the date hereof, the owner of record of a portion of the Property and therefore has the power to unilaterally amend the Declaration in the manner set forth herein;

NOW THEREFORE, in consideration of the foregoing premises, the Developer hereby amends the Declaration in the following manner:

1. Article III, Section 2, shall hereafter read as follows:

"Section 2. MEMBER's Voting Rights. The ASSOCIATION shall have two classes of voting membership.

Class A. Class A MEMBERS shall be every MEMBER with the exception of the DEVELOPER. Class A MEMBERS shall be entitled to one vote for each LOT owned. When more than one (1) PERSON holds an interest in any LOT, all such PERSONS shall be MEMBERS. The vote for such LOT shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any LOT.

Class B. The Class B MEMBER shall be the DEVELOPER and the Class B MEMBER shall have seven (7) votes for each LOT owned by said MEMBER. For purposes of determining voting rights hereunder, the number of LOTS owned by the DEVELOPER shall be deemed to include the total number of LOTS DEVELOPER plans to develop within the PROPERTY for which this Declaration is established, whether or not yet included in a final plat subdividing the PROPERTY into single family residential LOTS.

The Class B Membership shall cease and become converted to Class A Membership upon the earlier to occur of the following events:

a. When the Developer has sold, transferred or conveyed ninety percent (90%) of the total number of LOTS DEVELOPER plans to develop within the PROPERTY for which this Declaration is established; or

b. On December 31, 2010."

IN WITNESS WHEREOF, the Developer has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

(Name)
LAUREN MILLER
(Print)
(Name)
MARIA FRESNEDA.
(Print)

DEVELOPER:

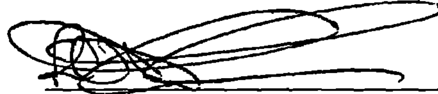
MAESBURY HOMES, INC.,
a Florida corporation

By:
Name: Paul Oxley
Title: President

COPY

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 9 day of April, 2003 by PAUL OXLEY as President of MAESBURY HOMES, INC., on behalf of the corporation, who is personally known to me or has produced ——— as identification.



Notary Public
My Commission Expires:

COPY

Return To: 2007
OSCEOLA TITLE INSURANCE AGENCY, INC.
109 NORTH BEAUMONT AVE.
KISSIMMEE, FL 34741

CFN 2007159341
Bk 03552 Pgs 0276 - 279; (4pgs)
DATE: 08/29/2007 10:39:08 AM
LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 35.50

This Instrument Prepared by
and Return to:
Robert B. White, Jr.
WHITE & LUCZAK, P.A.
558 West New England Avenue, Suite 240
Winter Park, FL 32789
407/647-9300

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II is made and executed this 24th day of August, 2007 by GLENEAGLES HOMEOWNERS ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida not for profit corporation (the "Association")

RECITALS:

WHEREAS, Maesbury Homes, Inc. (the "Developer") has executed and recorded in the Public Records of Osceola County, Florida that certain Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, in Official Records Book 1776, Page 2709, of the Public Records of Osceola County, Florida; and

WHEREAS, the Developer has amended the aforementioned Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II by virtue of that certain First Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, which was recorded in the Public Records of Osceola County commencing at Official Records Book 1811, Page 408, and by virtue of that certain Second Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, which was recorded in the Public Records of Osceola County Official commencing at Official Records Book 1967, Page 2755, (for convenience the Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II as so amended shall be referred to as the "Declaration"); and

WHEREAS, the Developer no longer owns any interest in the Property (as that term is defined in the Declaration); and

WHEREAS, the Association desires to amend the Declaration so as to remove certain real property, which was inadvertently included in the original legal description of

the Property as the result of a scrivener's error, from the operation and legal effect of the Declaration; and

WHEREAS, the Board (as that term is defined in the Declaration) has adopted, by the affirmative vote of two-thirds of its members, a resolution approving the execution and delivery of this instrument and, as a consequence thereof, the Association is entitled, pursuant to Article XI, Section 6 of the Declaration, to amend the Declaration in the manner set forth below.

NOW THEREFORE, in consideration of the matters set forth in the foregoing Recitals, the Association, by and through its Board, hereby amends the Declaration by deleting the following described real property from the legal description of the Property as set forth on Exhibit "A" attached to the Declaration, to wit:

> Tract A, Gleneagles, according to the Plat thereof recorded in Plat Book 12, Pages 17 and 18, of the Public Records of Osceola County, Florida (the "Deleted Land")

The Deleted Land shall no longer be subject to or encumbered by the operation and legal effect of the Declaration.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GLENEAGLES HOMEOWNERS ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida not for profit corporation

(signature)

Name:Witness # 1 M Conerly

By:

Name: Elaine Askew

Title: President

(signature)

Name:Witness # 2 G Irey

Copy

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 24th day of August, 2007, by Elaine Askew, acting in her capacity as the President of GLENEAGLES HOMEOWMERS ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida not for profit corporation. She ~~is personally known to me or~~ has produced Fl Drivers License as identification and did not take an oath.

NOTARY PUBLIC:

Sign Marianne Conerly
Print MARIANNE CONERLY
State of Florida at Large (Seal)
My Commission Expires:

COPY

The Developer hereby consents to the amendment of the Declaration in the manner set forth above.

MAESBURY HOMES, INC.

By: ____________________

Name: Paul Oxley

Title: President

____
(signature)

Name: LAUREN MILLER
(print)

____
(signature)

Name: M CONERLY
(print)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 24th day of August, 2007, by Paul Oxley acting in his capacity as the President of MAESBURY HOMES, INC., a Florida corporation. He ~~is personally known to me or has produced~~ drivers license ~~as identification~~ and did NOT take an oath.

NOTARY PUBLIC:

NOTARY PUBLIC Marianne Conerly
Commission # DD577643
Expires August 14, 2010
STATE OF FLORIDA Bonded Troy Fain - Insurance, Inc. 800-385-7019

Sign ____________________

Print MARIANNE CONERLY

State of Florida at Large (Seal)

My Commission Expires:

CFN 2008141784
Bk 03732 Pgs 2750 - 2752; (3pgs)
DATE: 09/04/2008 10:32:48 AM
LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 27.00

Instrument prepared by and return to:
Frank A. Ruggieri, Esq.
Larsen & Associates, P.A.
55 E. Pine Street
Orlando, FL 32801
(407) 841-6555

AMENDMENT TO THE

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II

COPY

WHEREAS, the Fourth Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II was recorded at Official Records Book 3552, Page 276, Public Records of Osceola County, Florida (hereinafter "Fourth Amendment"); and

WHEREAS, a scrivener's error occurred in the Fourth Amendment which inadvertently identified the Fourth Amendment as the Third Amendment in the introductory text; and

WHEREAS, the Board of Directors has adopted a resolution approving the execution and delivery of this instrument, and as a consequence thereof, the Fourth Amendment is amended in the manner set forth below.

NOW, THEREFORE, the Fourth Amendment is hereby amended as follows:

1. The heading of the Fourth Amendment is hereby amended to read as follows:

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ~~GLENAGLES~~ GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II

2. The introductory text of the Fourth Amendment is hereby amended to read as follows:

DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE

THIS ~~THIRD~~ FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLENEAGLES, A REPLAT OF PARCEL "P" REMINGTON, PHASE II is made and executed this 2nd day of August, 2007 by GLENEAGLES HOMEOWNERS ASSOCIATION OF OSCEOLA COUNTY, INC., a Florida not for profit corporation (the "Association").

All other provisions of the Fourth Amendment remain unchanged and or remain in full force and effect.

I HEREBY CERTIFY that this Amendment to the Fourth Amendment to Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II was adopted on the 23rd day of July, 2008.

GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC.

WITNESSES:

[signature]

Print Name: JAMES DEREK BATEY

[signature] Diane Batey

Print Name: DIANE BATEY

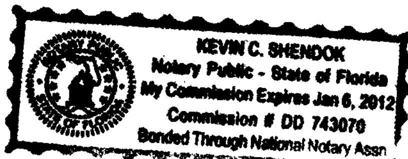
BY: [signature]

Elaine Askew, President
c/o Sutherland Management, Inc.
107 N. Line Drive
Apopka, FL 32703

Date: July 23rd 2008.

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING instrument was acknowledged before me this 29th day of JULY, 2008, by **Elaine Askew** as President of Gleneagles Homeowners' Association of Osceola County, Inc. who is personally known to me or produced identification (type of identification produced) KNOWN and who did/did not take an oath.



[signature]

Notary Signature
Notary Stamp or Seal:

DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE

WITNESSES:

Print Name: JAMES DEREK BATEY

Print Name: DIANE BATEY

ATTEST

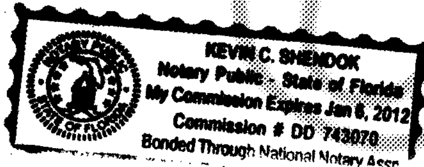
BY: ______________________

Stuart Askew, Vice President
c/o Sutherland Management, Inc.
107 N. Line Drive
Apopka, FL 32703

Date: JULY 23RD 2008

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING instrument was acknowledged before me this 29 day of JULY, 2008, by **Stuart Askew as** Vice President of Gleneagles Homeowners' Association of Osceola County, Inc. who is personally known to me or produced identification (type of identification produced) KNOWN and who did/did not take an oath.



Notary Signature
Notary Stamp or Seal:

COPY

DELETION INDICATED BY ~~STRIKE-OUT~~, NEW TEXT INDICATED BY UNDERLINE

ARMANDO RAMIREZ OSCEOLA COUNTY, DATE 10/15/2015 03:06:53 PM
FILE # 2015154872 Bk 4857 Pgs 2417-2421 (5 Pgs)REC FEES $44.00

Prepared by and return to:
Scott D. Clark, Esq.
CLARK, ALBAUGH & RENTZ, LLP
700 W. Morse Blvd., Suite 101
Winter Park, FL 32789
(407) 647-7600

**USE AGREEMENT BETWEEN
WINDSOR PARK AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.,
GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC.,
AND REMINGTON COMMUNITY DEVELOPMENT DISTRICT**

THIS USE AGREEMENT made this 21st day of September, 2015 is made by and between **WINDSOR PARK AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.,** a Florida not for profit corporation ("Windsor HOA") **GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC.,** a Florida not for profit corporation ("Gleneagles HOA," and collectively the "Subdivisions"), whose addresses are c/o Sutherland Management, Inc., 107 N. Line Drive Apopka, FL 32703, and the **REMINGTON COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, ("CDD"), whose address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801.

RECITALS:

WHEREAS, the Plats for the Subdivisions were recorded in Plat Book 14, Page 123 (Windsor HOA) and Plat Book 12, Page 18, (Gleneagles HOA), Public Records of Osceola County, Florida; and

WHEREAS, the streets and roadways within the Subdivisions were identified as Tract A (Windsor HOA) and Tract D (Gleneagles HOA) on said Plats (the "Roadways"), and Tract A and Tract D were established on said Plats for the benefit of the public to be maintained and owned by the CDD; and

WHEREAS, Windsor HOA is more particularly described by the Declaration of Covenants and Restrictions for Windsor Park at Remington, recorded at Official Records Book 2220, Page 270, Public Records of Osceola County, Florida; and

WHEREAS, Gleneagles HOA is more particularly described by the Declaration of Covenants and Restrictions for Gleneagles, a Replat of Parcel "P" Remington, Phase II, recorded at Official Records Book 1776, Page 2708, Public Records of Osceola County, Florida; and

WHEREAS, the Subdivisions are the entities responsible for the maintenance of the Common Areas as described in their respective Declarations; and

WHEREAS, the Subdivisions desire to enforce certain parking restrictions pertaining to parking on sidewalks and grass within the Subdivisions; and

WHEREAS, Subdivisions and CDD have agreed to reduce their mutual agreement in writing in regard to the Subdivisions' enforcement of said parking restrictions.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subdivisions and CDD hereby agree as follows:

1. Recitals. The recitals noted above are true and correct and are hereby incorporated by this reference.

2. Placement of Signs. Subject to the terms of this Agreement, CDD hereby grants the Subdivisions a license to place one or more signs within the Roadways advising persons of the Subdivisions' intent to enforce parking restrictions within the grassed areas. The content and location of such signs are subject to the reasonable approval of the CDD, but by the giving of such approval, the CDD expressly does not endorse or take responsibility for the Subdivisions' parking enforcement programs.

3. Maintenance Responsibilities. Subdivisions agree to maintain and pay for all costs associated with the enforcement of their respective restrictions. Nothing herein shall alter the CDD's duly adopted road maintenance program, as same may be amended from time to time.

4. County Regulation/Compliance. The Subdivisions acknowledge that the CDD is a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, subject to the regulation of Osceola County. It is understood by all parties that Osceola County may assert its own requirements with respect to the Subdivisions' proposed parking enforcement operations. If Subdivisions, or either of them, receive(s) a demand from Osceola County to cease or modify their/its said parking enforcement operations, Subdivisions agree(s) that any such cessation or modification shall be made at their/its own expense without impacting the CDD's duly adopted road maintenance program, as same may be amended from time to time.

5. Parking Regulations. Subdivisions acknowledge that the CDD is responsible for the enforcement of on-street parking and has adopted a policy restricting parking on CDD roads within the Subdivisions. Subdivisions' parking enforcement operations shall be conducted separately from those currently conducted by the CDD with respect to on-street parking and shall in no way impact the CDD's current policy. Subdivisions agree to continue to abide by the District's existing parking enforcement policy, or such amendment or supplement regulation as may be adopted from time to time.

6. Notice to Residents. Prior to commencing its proposed parking restrictions and enforcement thereof, Subdivisions shall duly inform in writing, in a form satisfactory to the CDD, all residents as to Subdivisions' intent to enforce restrictions upon parking on grass and/or sidewalks. Such notification shall contain a clear delineation that such enforcement is being imposed by the Subdivisions and not by the CDD

7. Indemnity. Subdivisions agree to be responsible for any claims and/or losses arising from damage or injury to any person or property in connection with their proposed parking restrictions enforcement occurring as a result of any claimed or actual negligence or intentional misconduct of Subdivisions, their agents or employees. SUBDIVISIONS SHALL ASSUME AND BE RESPONSIBLE FOR, AND SHALL DEFEND, INDEMNIFY AND HOLD THE CDD, ITS MEMBERS, AGENTS, SERVANTS, EMPLOYEES, OFFICERS, AND SUPERVISORS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS OF ALL PARTIES, WHATSOEVER FOR DAMAGES OR FOR COMPENSATION FOR INJURIES OR ACCIDENTS TO PERSONS, ANIMALS, MATERIALS, TANGIBLE, AND REAL PROPERTY DUE OR CLAIMED TO BE DUE, EITHER DIRECTLY OR INDIRECTLY, OR TO THE ACTS OR OMISSIONS OF SUBDIVISIONS, THEIR EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEE'S, AND OTHER USERS OR OCCUPANTS OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM FOR ACTIVITIES OR INJURIES RELATING TO SUBDIVISDIONS' ENFORCEMENT OF THEIR PARKING RESTRICTIONS. SUBDIVISIONS SHALL PAY ALL JUDGMENTS OBTAINED BY REASON OF ACCIDENT OR INJURIES, INCLUDING ALL LEGAL COSTS, COURT EXPENSES AND OTHER LIKE EXPENSES INCLUDING ANY COST OF LITIGATION, AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH ANY INJURY OR ACCIDENT ARISING OUT OF OR IN ANY WAY RELATED TO SUBDIVISDIONS' ENFORCEMENT OF THEIR PARKING RESTRICTIONS. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO WAIVE ANY CLAIM OF SOVEREIGN IMMUNITY WHICH THE CDD MAY ASSERT AT ANY TIME.

8. Insurance. Subdivisions shall maintain comprehensive general liability insurance sufficient to protect the interest of CDD with respect to any activities, uses, or responsibilities provided in this Agreement.

9. Effective Date. This Agreement shall be effective and deemed to be in full force and effect as of the date of its recording in the Public Records of Osceola County, Florida.

10. Amendment. This Agreement may only be amended by the written agreement of all parties, and said amendment shall become effective as of the date such amendment is recorded in Public Records of Osceola County, Florida.

11. Termination. This Agreement may be terminated upon the written agreement of all parties, and said termination shall become effective as of the date such termination agreement is recorded in Public Records of Osceola County, Florida. Additionally, the CDD shall have the right to terminate this agreement without cause upon thirty (30) days' notice to Subdivisions.

12. Attorneys' Fees. In the event that any party fails to comply with terms of this Agreement, the other party(ies) shall have the right to proceed in court to require or enjoin the noncompliant party's performance and compliance with the terms and conditions of this Agreement, to sue for monetary damages, to sue for specific performance or to otherwise seek a declaration of the rights of the parties under this Agreement. Venue for any action to enforce this Agreement shall rest in the courts of Osceola County, Florida. If any party hereto shall ever seek to enforce its respective rights under this Agreement or engages an attorney to assist in enforcing any of the terms hereof, the prevailing party shall be entitled to recover from the non prevailing party(ies) all reasonable attorneys' fees and costs incurred in connection therewith, including without limitation appeals and bankruptcy. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

Signed, Sealed and Delivered in
the Presence of:

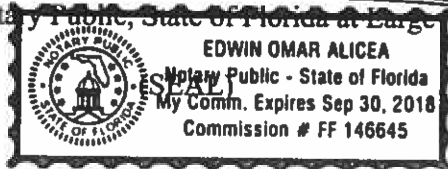
	WINDSOR PARK AT REMINGTON HOMEOWNERS' ASSOCIATION, INC.
______________________________	a Florida not for profit corporation
Print Name: ____________________	By ______________________________
	Tracey Bordas, President
______________________________	c/o Sutherland Management, Inc.
	107 N. Line Drive
Print Name: ____________________	Apopka, FL 32703

	GLENEAGLES HOMEOWNERS' ASSOCIATION OF OSCEOLA COUNTY, INC.
______________________________	a Florida not for profit corporation
Print Name: ____________________	By ______________________________
	Tracey Bordas, President
______________________________	c/o Sutherland Management, Inc.
	107 N. Line Drive
Print Name: ____________________	Apopka, FL 32703

STATE OF FLORIDA
COUNTY OF Osceola

THE FOREGOING INSTRUMENT was ~~acknowledged before~~ me this 21st day of September 2015, by Tracey Bordas, who ~~is either~~ personally know to me or who provided ______________ as identification and who did/did not take ~~an oath.~~

Notary ~~Public, State of Florida at Large~~



(SEAL)

Print Name: ALAN SCHOERER

Print Name: Jason M Showe

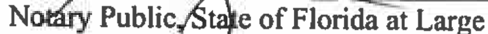
REMINGTON COMMUNITY DEVELOPMENT DISTRICT

By M. Ronald Sisemore

M. Ronald Sisemore, Chairman, Bd of Supervisors
~~201 East Pine Street, Suite 950~~ 135 W. Central Blvd., Suite 320
Orlando, FL 32801

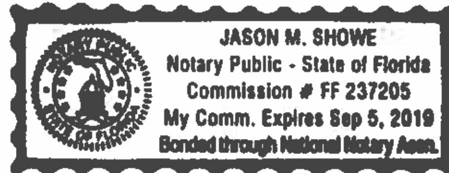
STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of September 2015, by M. Ronald Sisemore, as Chairman of the Board of Supervisors, of the Remington Community Development District, who is either personally know to me or who provided ______________ as identification and who did/did not take an oath.



Notary Public, State of Florida at Large

(SEAL)



Gleneagles Homeowners Association, Inc.
Records Inspection Policy

The official records of the Association are open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

Upon receipt of a written request for access, the member or their authorized agent will be contacted in writing to provide the member with no less than two dates and times for the inspection to take place. The member must confirm, in writing, the inspection date and time period they wish to select. In order to facilitate the inspection, it would be helpful if the member would identify what records they wish to inspect. However, this is not required or necessary to confirm the inspection date and time period.

If the member is unable to perform the requested inspection on the dates and times provided to them, the member should request, in writing, an alternate date and time that would be more convenient for them. The Association will make every effort to accommodate the alternate request, but cannot offer any guarantees.

Record inspection and photocopying by members will take place during normal business hours, excluding holidays. Each member is limited to a total of eight (8) hours of record inspection and photocopying per month. Record inspection will occur in daily blocks of time, from 9 A.M. to 12 P.M. or from 1 P.M. to 5 P.M. and may not be consecutive. Each member is limited to a maximum of four (4) hours of record inspection per week, not to exceed eight (8) hours per month.

The Board of Directors will need to determine the location for the record inspection as well as the supervision of such inspection on a case by case basis.

An administrative fee of twenty dollars ($20) per hour will be collected by the Association and paid to Management Company for the actual inspection time utilized. During the record inspection, the member may choose to photocopy certain records. Upon completion of the inspection, if the number of records to photocopy is no more than twenty-five (25), and a photocopy machine is available, the records will be copied for a charge of fifty cents ($.25) per page. If a photocopy machine is not available or if the number of records to photocopy is more than twenty-five (25), the copies will be made by an outside vendor and the actual cost of the copying will be charged. The member must pay the administrative fee and copying cost to the managing agent prior to any copies being made.

In accordance with Florida State Statute 720.303(5), the following records shall not be accessible to members or parcel owners:

1. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.

3. Disciplinary, health, insurance, and personnel records of the association's employees.

4. Medical records of parcel owners or community residents.

Any administrative fees that are not paid by the member to the managing agent within thirty (30) days of the inspection will be assessed to the Association. Any administrative fees assessed by the managing agent to the Association on behalf of the member will be applied to the members account and invoiced to the member.

This policy is adopted on this 12th day of November, 2015, by the Board of Directors.

Printed Name Tracey Bordas

Signature [signature]

Printed Name [signature] VP

Signature [signature]