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RETURN TO:
ENGINEERING DEPT.
CITY OF OCOEE
150 N. LAKESHORE DR.
OCOEE, FL 34761-2258



DECLARATION OF RESTRICTIONS AND COVENANTS FOR REMINGTON OAKS COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR REMINGTON OAKS COMMUNITY (this "Declaration") is made by Imperial Partnership, a Florida general partnership ("Imperial" or "Developer"), and joined in by Remington Oaks Property Owners Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

Orange Co FL 1999-0272733
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DR Bk 5780 Pg 1327

A. Imperial is the owner and Developer of the real property in Orange County, Florida more particularly described in Exhibit I attached hereto and made a part hereof ("Remington Oaks").

B. Imperial desires to subject Remington Oaks to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Remington Oaks, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Imperial hereby declares that every portion of Remington Oaks is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 17.1 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15.1 hereof.

"Association" shall mean the Remington Oaks Property Owners Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

"Board" shall mean the Board of Directors of Association.

"By-Laws" shall mean the By-Laws of Association attached hereto as Exhibit 3.

"Common Areas" shall mean all real property interests and personalty within Remington Oaks designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Remington Oaks. The Common Areas may include, without limitation, Surface Water Management System, recreational facilities, including a pool, cabana, tot lot and basketball court, open space areas, internal buffers, perimeter buffers, improvements, retention ponds, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalks, streets, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. The Common Areas will include a pool and a cabana.

"Community Completion Date" shall mean the date upon which all Homes in Remington Oaks, as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 17 hereof.

"Contractors" shall have the meaning set forth in Section 17.12.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

OR Bk 5780 Pg 1328
Orange Co FL 1999-0272733

"Developer" shall mean Imperial and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Home" shall mean each residential home and appurtenances thereto constructed on a platted lot within Remington Oaks. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 15.1.5.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.7.

"Lender" shall mean the holder of a first mortgage encumbering a Home or any portion of Remington Oaks.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Remington Oaks, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Remington Oaks or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Remington Oaks. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Service Provider for Telecommunication Services furnished to all Owners; utilities; taxes; insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer until the Turnover Date, or a Lender.

"Permit" shall mean Permit No. 40-095-0703A-ERP issued by SJRWMD.

"Plat" shall mean any plot of any portion of Remington Oaks filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Orange County, Florida.

"Remington Oaks" shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each platted lot, tract, unit or other subdivision of real property, and shall be subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Remington Oaks.

DR Bk 5780 Pg 1329
Orange Co FL 1999-0272733

"Reserves" shall have the meaning set forth in Section 15.1.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Remington Oaks as adopted by the Board from time to time.

"Service Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunication Services. Developer may be a Service Provider.

"SJRWMD" shall mean the St. Johns River Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.1.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(l)-(5) of the Florida Statutes. The Remington Oaks surface water management system includes those works authorized by the St. Johns River Water Management District ("SJRWMD") pursuant to the Permit.

"Telecommunication Services" shall mean local, intraLATA, and interLATA voice telephone and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunication Services may include the provision of the following services: Toll Calls, Data Transmission Services, and A La Carte Programming.

"Telecommunication Systems" shall mean the transmission facilities required and/or used in order to provide Telecommunication Services. Without limiting the foregoing, Telecommunication Systems may include wires, conduits, electronic equipment, pipes, wireless cell sites, computers, modems, satellite dishes, and transmission facilities.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within Remington Oaks have been conveyed by Developer to Owners.

"Use Fees" shall have the meaning set forth in Section 15.1.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 15.11 hereof.

3. **Plan of Development.** The planning process for Remington Oaks is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of Developer's buyers. Developer may wish and has the right to develop Remington Oaks and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Remington Oaks as finally developed.

4. **Amendment**

OR Bk 5780 Pg 1330
Orange Co FL 1999-0272733

4.1. **General Restrictions on Amendments** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. Without limiting the foregoing, no amendment to this Declaration that affects membership in the Association, Assessments, maintenance of the Common Areas, the Surface Water Management System, or the rights and priorities of liens shall be made or be effective at any time without the prior express written consent of the City of Ocoee. No amendment shall be effective until it is recorded in the Public Records.

4.2. **Amendments Prior to the Community Completion Date.** Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Remington Oaks; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. The prior written consent of the City of Ocoee shall be required for any amendment proposed pursuant to this Section.

4.3. **Amendments From and After the Community Completion Date.** After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66-2/3 %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. **Annexation and Withdrawal**

5.1. **Annexation by Developer.** Prior to the Community Completion Date, additional lands may be made part of Remington Oaks by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Remington Oaks, including, without limitation, a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the

annexed lands were described herein as a portion of Remington Oaks. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to Remington Oaks.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66-2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of Remington Oaks (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Remington Oaks shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Remington Oaks shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Remington Oaks), Association shall have no right to withdraw land from Remington Oaks.

6. **Dissolution.**

OR Bk 5780 Pg 1331
Orange Co FL 1999-0272733

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Remington Oaks and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Remington Oaks which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. **Binding Effect and Membership.**

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or any portion of Remington Oaks, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to

be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

8. **Paramount Right of Developer.** Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Remington Oaks for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Remington Oaks part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Remington Oaks. In addition, the Common Areas of Remington Oaks may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Common Areas.

9. **Operation of Common Areas**

OR Bk 5780 Pg 1332
Orange Co FL 1999-0272733

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Remington Oaks, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such of her improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Remington Oaks, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and **survey matters**, Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the

Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedications) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.4. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Remington Oaks including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, and (c) the written approval of the City of Ocoee, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association and (c) the written approval of the City of Ocoee.

OR Bk 5780 Pg 1333
Orange Co FL 1999-0272733

9.5. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.6. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.7. Use.

9.7.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons and entities (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.7.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Service Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall

require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.7.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.7.4. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of such Common Areas. The person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool, do so at their own risk.

9.7.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within Remington Oaks by Owners, and their guests, family members; invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paralegal fees at trial and on appeal.

9.8. Rules and Regulations.

DR Bk 5780 Pg 1334
Orange Co FL 1999-0272733

9.8.1. Generally. Prior to Community Completion Date, the Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations shall not be effective until recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

9.8.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within Remington Oaks, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Remington Oaks), general office and construction operations within Remington Oaks; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Remington Oaks for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Remington Oaks; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Remington Oaks owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Remington Oaks including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Remington Oaks by dredge or dragline, store fill within Remington Oaks and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Remington Oaks and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Remington Oaks.

9.9. Public Facilities. Remington Oaks may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a lift station within the boundaries of Remington Oaks.

9.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. By way of information and not of limitation, Developer anticipates the creation of a street-lighting taxing district for Remington Oaks to maintain the lights adjacent to the public roads. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City of Ocoee and all other governing entities having jurisdiction with respect to the same. Developer shall obtain all required resolutions and other approvals prior to the conveyance of any Common Areas pursuant to this Section.

9.12. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

OR Bk 5780 Pg 1335
Orange Co FL 1999-0272733

10. Maintenance by Association

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2. Surface Water Management System.

10.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, including the exfiltration trenches, if any, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs.

10.2.2. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District (SJRWMD). Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the SJRWMD.

10.2.3. Enforcement. SJRWMD and/or the City of Ocoee shall have the right to enforce, by a proceeding at law or in equity, the provisions herein relating to the maintenance,

operation and repair of the surface water or stormwater management system. The City of Ocoee shall have the right but not the obligation to operate, maintain and/or repair the Surface Water Management System if the Association fails to do so. The City of Ocoee shall be entitled to reimbursement for the cost of such operation, maintenance and/or repair and is hereby authorized to levy and collect assessments in accordance with Part 15 of this Declaration in the event that the Association fails to reimburse the City of Ocoee.

10.2.4. Amendments to Association Documents. Association shall submit to SJRWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SJRWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SJRWMD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

10.2.5. Developer has constructed a drainage swale upon certain platted lots in Remington Oaks for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Owner of a lot containing a swale, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the lot(s) upon which the drainage swale is located. Developer has constructed swales upon the following lots in Remington Oaks: 10, 11, 27, 28, 37, 49, 53 through 58, inclusive, 80 through 93, inclusive, and 101 through 103, inclusive.

10.3. Lawn Maintenance. Each Owner is specifically responsible for maintaining all landscaping and improvements, including sprinkler systems, within any portion of a Home.

10.4. Adjoining Areas. Association shall also maintain those retention ponds, drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

10.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under Owner, shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

DR Bk 5780 Pg 1336
Orange Co FL 1999-0272733

10.6. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Remington Oaks for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Remington Oaks if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are not within Remington Oaks but abut, or are proximate to, the

same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Remington Oaks. These areas may include (for example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11. Use Restrictions

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Remington Oaks complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents.

11.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Remington Oaks. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Remington Oaks shall be the same as the responsibility for maintenance and repair of the property concerned.

OR Bk 5780 Pg 1337
Orange Co FL 1999-0272733

11.5. Maintenance by Owners.

11.5.1. Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Remington Oaks. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home.

11.5.2. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.5.3. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.5.4. Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

11.6. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.6.1. Construction Easement. Developer reserves an easement over all Homes for all construction purposes. By way of example, Developer and Developer's construction crews may be required to enter onto a completed Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to existing Homes, and shall be construed as broadly as possible.

OR Bk 5780 Pg 1338
Orange Co FL 1999-0272733

11.7. Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems).

11.8. Boundaries of Maintenance. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

11.9. Subdivision and Regulation of Land. No portion of any Home or any portion of Remington Oaks shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Remington Oaks, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.10. Alterations and Additions. No material alteration, addition or modification to any portion of Remington Oaks, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.11. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Remington Oaks or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12. Maintenance. Each Lot Owner shall comply with all reasonable maintenance notices issued by the Board or the ACC in accordance with this Declaration or any rules or regulations properly promulgated by the Board or the ACC. Each Lot Owner shall comply with any such notice within thirty (30) days of its actual receipt of such notice. Such notices for maintenance may include, but shall not be limited to, pressure cleaning roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, and painting or repainting exterior portions of a Home or out building.

11.13. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

11.14. Wall Units. No window air conditioning unit may be installed in a Home.

11.15. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets

or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.16. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or any other portion of Remington Oaks without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

11.17. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration.

11.18. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

11.19. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.20. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Remington Oaks, change the level of the land within any portion of Remington Oaks, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Remington Oaks. Owners may place additional plants, shrubs, or trees within any portion of Remington Oaks with the prior approval of the ACC.

OR Bk 5780 Pg 1339
Orange Co FL 1999-0272733

11.21. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss 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 Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.22. Animals. No animals of any kind shall be raised, bred or kept within Remington Oaks for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Orange County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, a maximum of three (3) domestic pets may be kept harbored in a Home, so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Remington Oaks designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.23. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Remington Oaks is permitted. No firearms shall be discharged within Remington Oaks. Nothing shall be done or kept within the Common Areas, or any other portion of Remington Oaks, including a Home, which will increase the rate of insurance to be paid by Association.

11.24. Children's Use of Facilities. Persons who are fourteen (14) years of age or younger shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except under such conditions as Association may from time to time establish and require. Parents shall be

responsible for all actions of their minor children at all times in and about Remington Oaks. Developer shall not be responsible for any use of the facilities by anyone, including minors.

11.25. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, or any other portion of Remington Oaks, including a Home, which is unsightly or which interferes with the comfort and convenience of others.

11.26. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.27. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.28. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.29. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.30. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

OR Bk 5780 Pg 1340
Orange Co FL 1999-0272733

11.31. Parking. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Remington Oaks for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Remington Oaks, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper may be kept with Remington Oaks except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" high or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Remington Oaks facility.

11.32. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

11.33. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Remington Oaks or within any Home, except those which are required for normal household use.

11.34. Commercial Activity. Except for normal construction activity, sale and re-sale of a Home, and sale and re-sale other property owned by Developer no commercial or business activity shall be conducted in any Home within Remington Oaks. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Remington Oaks. No solicitors of a commercial nature shall be allowed within Remington Oaks, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

11.35. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Remington Oaks.

11.36. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

11.37. Pools. All pools shall be properly maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual non-exclusive easement is herein granted to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance.

Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.

OR BK 5780 Pg 1341
Orange Co FL 1999-0272733

13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with this Section. Without limiting any provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with its obligations hereunder.

13.5.2. Requirement to Reconstruct when Insurance Purchased by Association. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty, if an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to

comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

13.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.5 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Remington Oaks.

OR Bk 5780 Pg 1342
Orange Co FL 1999-0272733

13.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

13.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

13.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.6.1. The bonds shall name Association as an obligee.

13.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

13.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

13.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulations).

13.10. Additional Insured Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

13.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

14. Property Rights

14.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Remington Oaks shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

14.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

14.1.2. The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid.

14.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

14.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

OR Bk 5780 Pg 1343
Orange Co FL 1999-0272733

14.1.5. The rights of Developer and/or Association regarding Remington Oaks as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

14.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under Remington Oaks as may be required in connection with the development of Remington Oaks, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any other portion of Remington Oaks, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Remington Oaks for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System which may be provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Remington Oaks from Developer's sales facilities located within Remington Oaks. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the

marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 19.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Remington Oaks.

14.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

14.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Remington Oaks (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Remington Oaks (including Homes) for the reasonable and necessary maintenance of Common Areas, including the wall located along Hackney Prairie Road, utilities, cables, wires and other similar facilities.

DR Bk 5780 Pg 1344
Orange Co FL 1999-0272733

14.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Remington Oaks over, across and upon Remington Oaks for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Remington Oaks (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Remington Oaks and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Remington Oaks and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.10. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15. Assessments

15.1. Types of Assessments. Developer and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other things, the purpose of promoting the

recreation, health, safety and welfare of the residents of Remington Oaks, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.1.1. Any assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Assessments");

15.1.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

15.1.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

15.1.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

15.1.5. Assessments for which one or more Owners (but less than all Owners) within Remington Oaks is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunication Services such as Toll Calls, A La Carte Programming, and/or Data Transmission Services, and Association pays a Service Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

OR Bk 5780 Pg 1345
Orange Co FL 1999-0272733

15.2. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.3. Allocation of Operating Costs.

15.3.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

15.3.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Assessments, Special Assessment, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 140. At this time it is anticipated that there will be 140 Homes within Remington Oaks. Once Developer determines, if ever, that more or less than 140 Homes shall be built within Remington Oaks, then Developer may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within Remington Oaks, in its sole

and absolute discretion. Without limiting the foregoing, Developer specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

15.3.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Assessments, which Special Assessment shall relate back to the date that the Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein.

15.3.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.4. General Assessments Allocation. Except as hereinafter specified to the contrary, Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

15.5. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

15.6. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner.

15.7. Developer Excused From Payment. Prior to the Turnover Date, Developer shall have the option to fund all or any portion of the shortfall in Assessments not raised by virtue of Assessments against Owners or to pay Assessments on Homes owned by Developer. If Developer does not pay Assessments on Homes owned by Developer, Developer shall be obligated to pay Operating Costs incurred that exceed the Assessments receivable from Owners and other income of Association. After the Turnover Date, Developer shall pay all Assessments on Homes owned by Developer.

15.8. Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

15.9. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

OR Bk 5780 Pg 1346
Orange Co FL 1999-0272733

15.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.10.1. Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association. Assessments shall initially be collected quarterly. Notwithstanding the foregoing, Association may, in its sole discretion, collect assessments on a monthly, quarterly or annual basis.

15.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.10.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.11. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of such conveyance of each Home the sum of \$150.00. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs, Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund.

15.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

OR Bk 5780 Pg 1347
Orange Co FL 1999-0272733

15.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

15.16. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.17. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

15.18. Exemption. The Board shall have the right to exempt any portion of Remington Oaks subject to this Declaration from the Assessments, provided that such part of Remington Oaks exempted is used (and as long as it is used) for any of the following purposes:

15.18.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.18.2. Any real property interest held by a Service Provider;

15.18.3. Common Areas;

15.18.4. Any of Remington Oaks exempted from ad valorem taxation by the laws of the State of Florida;

15.18.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Remington Oaks is a part.

OR Bk 5780 Pg 1348
Orange Co FL 1999-0272733

15.19. Collection by Developer If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

15.20. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.21. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

16. Information to Lenders and Owners

16.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

16.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

16.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

16.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control.

OR Bk 5780 Pg 1349
Orange Co FL 1999-0272733

17.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Remington Oaks. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC,

17.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

17.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Remington Oaks. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Remington Oaks by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances.

17.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The

Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

17.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

17.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of Remington Oaks, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Remington Oaks, nor shall any material addition to or any replacement or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

17.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

17.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required applications) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

17.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

DR Bk 5780 Pg 1350
Orange Co FL 1999-0272733

17.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

17.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

17.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

17.8.6. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board

fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, successors and assigns.

17.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

17.10. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

OR Bk 5780 Pg 1351
Orange Co FL 1999-0272733

17.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

17.12.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Remington Oaks shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such are in Remington Oaks shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Remington Oaks and no construction materials shall be stored in Remington Oaks subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Remington Oaks or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

17.12.2. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Remington Oaks as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

17.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Remington Oaks.

17.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Remington Oaks. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Remington Oaks and each Owner shall include the same therein.

17.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of

Remington Oaks for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

17.14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

OK BK 5780 p 1352
Orange Co FL 1999-0272733

17.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

17.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.17. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

17.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

17.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18. **Owners Liability.**

18.1. Right to Cure. Should any Owner do any of the following:

18.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

18.1.2. Cause any damage to any improvement or Common Areas; or

18.1.3. Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

18.1.4. Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

18.1.5. Impede Developer from proceeding with or completing the development of Remington Oaks.

Then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the 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 such written notice, the party entitled to enforce same may, at its option:

18.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

OR Bk 5780 Pg 1353
Orange Co FL 1999-0272733

18.2.2. Commence an action to recover damages; and/or

18.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, 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 any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer, and/or 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 or Community Standards 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 or the Community Standards.

18.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

19. Additional Rights of Developer.

19.1. Sales Office. For so long as Developer owns any property in Remington Oaks, is affected by this Declaration, or maintains a sales office within Remington Oaks, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Remington Oaks and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Remington Oaks. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Remington Oaks, including Common Areas, employees in the models and offices, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense.

19.2. Modification. The development and marketing of Remington Oaks will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Remington Oaks to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

OR Bk 5780 Pg 1354
Orange Co FL 1999-0272733

19.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Remington Oaks and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Remington Oaks and Homes in advertisements and other media by making reference to Remington Oaks, including, but not limited to, pictures or drawings of Remington Oaks, Common Areas, and Homes constructed in Remington Oaks. All logos, trademarks, and designs used in connection with Remington Oaks are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer.

19.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Remington Oaks.

19.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

19.6. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon and across Remington Oaks so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain

action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of Remington Oaks so long as such easement is outside the footprint of the foundation of any residential improvement constructed on any portion of Remington Oaks. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

19.7. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

19.8. Additional Development. If Developer withdraws portions of Remington Oaks from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

OR Bk 5780 Pg 1355
Orange Co FL 1999-0272733

19.9. Representations. Developer makes no representations concerning development both within the boundaries of Remington Oaks including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership, and/or other improvements on Remington Oaks or in Remington Oaks or adjacent or near Remington Oaks, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.10. Telecommunication Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more Telecommunication Services for all or any part of Remington Oaks. Prior to the Community Completion Date, all contracts between a Service Provider and Association shall be subject to the prior written approval of Developer. Developer reserves on behalf of itself and its nominees, successors, assigns, affiliates, and licensees the right to be the exclusive Service Provider for one or more Telecommunication Services, subject only to the requirements of all applicable laws, statutes, and regulations. Developer reserves unto itself and its nominees, successors, assigns, affiliates, and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon Remington Oaks for the installation, construction and maintenance of Telecommunication Systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon Remington Oaks for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunication Services provided by such Telecommunication Systems are to serve all of the Remington Oaks, then the cost of the services may be Operating Costs of Association and shall be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Homes, then the cost of any such services shall be an expense for the benefit of the respective Home to be assessed as an Individual Assessment, or a direct charge by the Service Provider, as the case may be. If Developer is not the Service

Provider for any particular Telecommunication System, Developer shall have the right to receive, on a perpetual basis, a portion of the revenues derived from Telecommunication Systems within Remington Oaks as agreed, from time to time, between the Service Providers of such systems and Developer.

19.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF REMINGTON OAKS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

19.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF REMINGTON OAKS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF REMINGTON OAKS AND THE VALUE THEREOF; AND

19.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ORANGE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

19.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

OR Bk 5780 Pg 1356
Orange Co FL 1999-0272733

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF Remington Oaks (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

19.12. Waiver of Trial By Jury and Release. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT REMINGTON OAKS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES

AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

19.13. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Remington Oaks; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

19.14. Monitoring System.

19.14.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Remington Oaks. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Remington Oaks may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. Association and Developer shall not be held liable for any loss or damage by reason or failure to provide adequate access control or ineffectiveness of access control measures undertaken.

19.14.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse will not be manned until after the Community Completion Date, at which time Association may elect to man the gatehouse. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

OR Bk 5780 Pg 1357
Orange Co FL 1999-0272733

19.14.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Remington Oaks.

19.14.4. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, or Club Owner, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Remington Oaks or any residential subdivision contained therein. Neither Developer nor Association guarantees or

warrants, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

20. **Refund of Taxes and Other Charges.** Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

21. **Assignment of Powers.** All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

22. **General Provisions.**

22.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

22.2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

22.2.1. actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Community Standards);

22.2.2. the imposition and collection of Assessments as provided in this Declaration;

DR Bk 5780 Pg 1358
Orange Co FL 1999-0272733

22.2.3. proceedings involving challenges to ad valorem taxation;

22.2.4. counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Developer is obtained, which may be granted or denied in its sole discretion.

22.3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

22.4. Execution of Documents. Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or to any other portion of Remington Oaks, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Remington Oaks or any portion(s) thereof.

22.5. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

22.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

22.7. Attorney-in-Fact. Developer's plan of development for Remington Oaks may necessitate from time to time the further amendment, modification and/or termination of the Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

- a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Documents; and
- b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

22.8. HUDVA Approval. Notwithstanding anything to the contrary set forth in this Declaration, prior to the Turnover Date, and so long as HUDVA have an interest in the Community, the prior approval of HUDVA shall be required for (i) annexation of property other than as permitted in Article 5 hereof; (ii) amendments to this Declaration, except as set forth in Article 4 hereof; or (iii) dissolution, merger or consolidation of the Association.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 25th day of May, 1999.

OR Bk 5780 Pg 1359
Orange Co FL 1999-0272733

Signed, sealed and delivered
in the presence of:

IMPERIAL PARTNERSHIP
a Florida general partnership

BY ITS MANAGING GENERAL PARTNER:
WILLIAM HARGREAVES CORPORATION
a Florida corporation

By: James M. Cannon
James M. Cannon
As its Vice President

BY ITS GENERAL PARTNER:
WARBURTONS ORLANDO, INC.
a Florida corporation

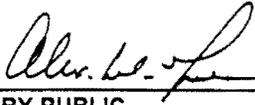
By: James M. Cannon
James M. Cannon
As its Vice President

Alexander C. Mackinnon
Alexander C. Mackinnon
Ellen T. Ali
Ellen T. Ali

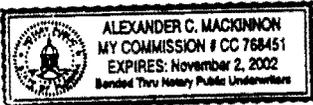
Alexander C. Mackinnon
Alexander C. Mackinnon
Ellen T. Ali
Ellen T. Ali

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this 25th day of May, 1999, by James M. Cannon, as Vice President of the William Hargreaves Corporation, a Florida corporation, as the Managing General Partner of Imperial Partnership, a Florida general partnership. He is personally known to me or produced _____ as identification.



NOTARY PUBLIC
Print Name:
Commission No.:
My Commission expires:

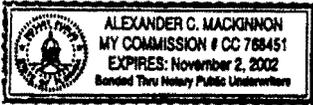


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this 25th day of May, 1999, by James M. Cannon, as Vice President of the Warburtons Orlando, Inc., a Florida corporation, as the General Partner of Imperial Partnership, a Florida general partnership. He is personally known to me or produced _____ as identification.



NOTARY PUBLIC
Print Name:
Commission No.:
My Commission expires:



JOINDER BY
REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC.

REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC. does hereby join in the Declaration of Covenants and Restrictions for Remington Oaks to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned Association and its successors in title.

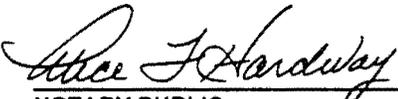
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28 day of May, 1999.

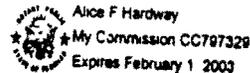
REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: 
George Friedman,
President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing Declaration was acknowledged before me this 28th day of May, 1999, by George Friedman, as President of the Remington Oaks Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the Corporation. He is personally known to me or produced _____ as identification.


NOTARY PUBLIC
Print Name: ALICE F HARDWAY
Commission No.: CC797329
My Commission expires: 2/1/03



OR Bk 5780 Pg 1361
Orange Co FL 1999-0272733

JOINDER OF MORTGAGEE

National Bank of Commerce, a National Banking Corporation, being the owner and holder of that certain Mortgage and Security Agreement executed by Imperial Partnership, a Florida General Partnership, as Mortgagor, to and in favor of National Bank of Commerce, as Mortgagee, dated the 18th day of March, 1998, and recorded in OR Book 5445, Page 1312, et seq. of the Public Records of Orange County, Florida (the "Mortgage"), hereby joins in the execution of the within and foregoing Declaration of Restrictions and Covenants for Remington Oaks Community (the "Declaration"), for the express purpose of manifesting its agreement with and consent to the recordation of the Declaration and for the further purpose of subordinating, and it does hereby subordinate, the lien and encumbrance of the aforesaid Mortgage to each and every one of the covenants, conditions, restrictions, easements and reservations set forth in the Declaration.

IN WITNESS WHEREOF, the said National Bank of Commerce has caused these presents to be executed by its undersigned officers thereunto duly authorized on this 10th day of June, 1999.

Signed, sealed and delivered
in the presence of:

National Bank of Commerce, a National
Banking Corporation

Alexander S. Mackinnon
Print Name Below Signature

By: Jerry H. Johns, III
As Its: Senior Vice President

Lynda W. Bailey
Print Name Below Signature

OR Bk 5780 Pg 1362
Orange Co FL 1999-0272733

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 1999, by Jerry H. Johns, III, as Senior Vice President of National Bank of Commerce, a National Banking Corporation, and who is personally known to me or produced the following identification: _____ and did not take an oath.



Lynda W. Bailey
MY COMMISSION # CC815764 EXPIRES
April 4, 2003
BONDED THROUGH FAIR INSURANCE, INC.

Lynda W. Bailey
Notary Public
Printed Name

My Commission Expires

Serial Number

OR. Bk 5780 Pp 1363
Orange Co FL 1999-0272733

PHASE 1

SECTIONS 3 & 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST CITY OF OCOEE, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

Begin at the West 1/4 corner of Section 3, Township 22 South, Range 28 East, said point also being the Northeast corner of the Southeast 1/4 of Section 4, Township 22 South, Range 28 East, Orange County, Florida; thence South 00°08'25" West a distance of 795.28 feet along the West line of the Southwest 1/4 of said Section 3 also being the East line of the Southeast 1/4 of said Section 4; thence North 89°57'48" East a distance of 516.87 feet; thence South 00°03'43" West a distance of 514.05 feet to a point on the North Right-of-Way line of Hockney Prairie Road per Official Records Book 1096, Page 596 of the Public Records of Orange County, Florida; thence South 89°49'39" West a distance of 517.58 feet along said North Right-of-Way line; thence continue along said North Right-of-Way line South 89°47'43" West a distance of 408.90 feet; thence North 00°12'17" West a distance of 125.00 feet; thence North 06°55'19" East a distance of 50.39 feet; thence North 00°28'38" East a distance of 575.04 feet; thence South 89°47'43" West a distance of 18.70 feet; thence North 00°12'17" West a distance of 165.00 feet; thence North 89°47'43" East a distance of 22.74 feet; thence North 00°12'17" West a distance of 115.00 feet; thence North 89°47'43" East a distance of 75.00 feet; thence North 21°57'49" East a distance of 116.49 feet; thence North 00°08'25" East a distance of 170.00 feet to a point on the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 4; thence North 89°15'11" East a distance of 280.02 feet along said North line to the POINT OF BEGINNING.

AND

Commence at the West 1/4 corner of Section 3, Township 22 South, Range 28 East, said point also being the Northeast corner of the Southeast 1/4 of Section 4, Township 22 South, Range 28 East, Orange County, Florida; thence South 00°08'25" West a distance of 1370.50 feet along the West line of the Southwest 1/4 of said Section 3 also being the East line of the Southeast 1/4 of said Section 4 to a point on the South Right-of-Way line of Hockney Prairie Road per Official Records Book 1096, Page 596 of the Public Records of Orange County, Florida; thence North 89°49'39" East a distance of 667.67 feet along said South Right-of-Way line; thence run the following three courses along the boundary of Forest Oaks Unit II, Phase II as recorded in Plat Book 15, Pages 137-138 of the Public Records of Orange County, Florida; South 00°03'43" West a distance of 578.68 feet; South 89°41'26" West a distance of 668.47 feet; South 00°08'25" West a distance of 60.00 feet; thence departing said boundary run North 89°56'16" West a distance of 458.33 feet along the South line of Lake Hockney Shores as recorded in Plat Book 5, Page 120 of the Public Records of Orange County, Florida; thence South 00°28'38" West a distance of 100.00 feet; thence North 89°59'16" West a distance of 230.00 feet; thence North 00°28'38" East a distance of 737.10 feet to a point on the South Right-of-Way line of Hockney Prairie Road; thence North 89°47'43" East a distance of 685.15 feet along said South Right-of-Way line to the POINT OF BEGINNING.

Total parcel contains 37.034 acres more or less.

LESS;

TRACT A, REMINGTON OAKS, PHASE 1, according to the Plat thereof, recorded at Plat Book _____, Page _____, Public Records, Orange County, Florida

EXHIBIT "1"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
:98 JAN 26 PM 1:11

ARTICLES OF INCORPORATION
OF
REMINGTON OAKS
PROPERTY OWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

DR Bk 5780 Pg 1364
Orange Co FL 1999-0272733

"EXHIBIT 2"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JAN 26 PM 1:11

ARTICLES OF INCORPORATION
FOR
REMINGTON OAKS
PROPERTY OWNERS ASSOCIATION, INC.

INDEX

1.	Name of Corporation.	1
2.	Principal Office	1
3.	Registered Office - Registered Agent.	1
4.	Definitions.	1
5.	Purpose of Association.	1
6.	Not for Profit.	1
7.	Powers of Association.	1
8.	Voting Rights.	2
9.	Board of Directors.	2
10.	Dissolution.	2
11.	Duration.	2
12.	Amendments.	2
	12.1. General Restrictions on Amendments	2
	12.2. Amendments Prior to the Community Completion Date.	2
	12.3. Amendments From and After the Community Completion Date	2
13.	Limitations.	2
	13.1. Declarations is Paramount.	2
	13.2. Rights of Developer.	3
	13.3. By-Laws	3
14.	Incorporator.	3
15.	Officers.	3
16.	Indemnification of Officers and Directors.	3
17.	Transactions in Which Directors or Officers are Interested.	3

OR Bk 5780 Pg 1365
Orange Co FL 1999-0272733

ARTICLES OF INCORPORATION
OF
REMINGTON OAKS
PROPERTY OWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC. ("Association").

2. Principal Office. The principal office of Association is 1110 Douglas Avenue, Suite 3000, Altamonte Springs, Florida 32714.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 700 N.W. 107 Avenue, Miami, Florida 33172. The name of the Registered Agent of Association is:

Morris J. Watsky, Esq.

DR Bk 5780 Pg 1366
Orange Co FL 1999-0272733

4. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Homes of Remington Oaks Community (the "Declaration") will be recorded in the Public Records of Orange County, Florida, and shall govern all of the operations of a community to be known as Homes of Remington Oaks. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and Improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Homes of Remington Oaks.

7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred. Notwithstanding the above, the Association shall not mortgage or convey the Common Areas without the consent of at least two-thirds (2/3) of the Owners, excluding the Developer.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Homes of Remington Oaks to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Homes of Remington Oaks, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.11. To employ personnel and retain independent contractors to contract for management of Association, Homes of Remington Oaks and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas and Homes of Remington Oaks as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

7.14. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St Johns River Water Management District permit no. 40-095-0703 A-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system.

7.15. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
GEORGE FRIEDMAN	1110 Douglas Avenue, Suite 3000 Altamonte Springs, Florida 32714
PENNY BOURDEAU	1110 Douglas Avenue, Suite 3000 Altamonte Springs, Florida 32714
ANDREA BRACKIN	1110 Douglas Avenue, Suite 3000 Altamonte Springs, Florida 32714

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. Upon dissolution, the assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

Notwithstanding the above, in the event of termination, dissolution or financial liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

11. Duration. Association shall have perpetual existence.

OR Bk 5780 Pg 1367
Orange Co FL 1999-0272733

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board.

13. Limitations.

13.1. Declarations is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator.

The name and address of the incorporator of this corporation is:

MORRIS J. WATSKY, ESQ.
700 N.W. 107 AVENUE
MIAMI, FLORIDA 33172

15. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	GEORGE FRIEDMAN	
Vice President:	PENNY BOURDEAU	DR Bk 5780 Pg 1368
Secretary:	ANDREA BRACKIN	Orange Co FL 1999-0272733
Treasurer:	ANDREA BRACKIN	

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. FHA AND VA APPROVAL. Prior to the Turnover Date, the following actions will require the approval of either the Federal Housing Administration or the Veterans Administration when either of subject entities has an interest: (i) annexation of additional properties, (ii) mergers and consolidations, (iii) mortgaging the Common Areas, or (iv) dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 23 day of January, 1998.

WITNESSES:

Janet S English
Name: JANET S. ENGLISH

Sandra G. Conwell
Name: SANDRA G. CONWELL

Morris J. Watsky
INCORPORATOR
Name: Morris J. Watsky

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd day of January, 1998, by MORRIS J. WATSKY, who is personally known to me and who did take an oath.

Janet S English
NOTARY PUBLIC, State of Florida at Large
OFFICIAL NOTARY-PUBLIC
JANET S. ENGLISH
COMMISSION NUMBER
CC573869
MY COMMISSION EXPIRES
AUG. 10, 2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JAN 26 PM 1:11

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 23 day of January, 1998.


Morris J Watsky

OR Bk 5780 Pg 1369
Orange Co FL 1999-0272733

**BY-LAWS
OF
REMINGTON OAKS
PROPERTY OWNERS ASSOCIATION, INC.**

OR Bk 5780 Pg 1370
Orange Co FL 1999-0272733

"EXHIBIT 3"

**BY-LAWS
OF
REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC.**

1. Name and Location.

The name of the corporation is REMINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC, ("Association"). The principal office of the corporation shall be located at 1110 Douglas Avenue, Suite 3000, Altamonte Springs, Florida 32714, or at such other location determined by the Board of Directors (the "Board") from time to time.

OR Bk 5780 Pg 1371
Orange Co FL 1999-0272733

2. Definitions.

The definitions contained in the Declaration of Restrictions and Covenants for Remington Oaks Community (the "Declaration") relating to the residential community known as Remington Oaks, recorded, or to be recorded, in the Public Records of Orange County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall mean the earlier of the date upon which Ninety percent (90%) of the Homes that can be built within Remington Oaks have been conveyed by Developer to Owners, or earlier at the option of Developer.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1. 1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

DR Bk 5780 Pg 1372
Orange Co FL 1999-0272733

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the members address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association,

3.5. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

DR Bk 5780 Pg 1373
Orange Co FL 1999-0272733

4.1. Number. The affairs of Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of all Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that can be built within Remington Oaks.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

OR Bk 5780 Pg 1374
Orange Co FL 1999-0272733

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Association newsletter distributed to the Members. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

OR Bk 5780 Pg 1375
Orange Co FL 1999-0272733

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Remington Oaks by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for unifies) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings,

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association, Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties,

OR Bk 5780 Pg 1376
Orange Co FL 1999-0272733

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer. Section 7.

8.7. Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.12.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.12.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board,

8.12.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

DR Bk 5780 Pg 1377
Orange Co FL 1999-0272733

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC,

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. As long as there is a Class B membership, either the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment while either of these entities has an interest.

12.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date, Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, these By-Laws may be amended after the Community Completion Date by two-thirds percent (66 2/3 %) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Seeing. Prior to the Turnover Date, the Federal Housing Administration or the Veteran's Administration shall have a right to veto any amendments to these By-Laws, so long as either of these entities has an interest.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

OR Bk 5780 Pg 1378
Orange Co FL 1999-0272733

Recorded - Martha O. Haynie